



# FINANCE COMMITTEE AGENDA

**Tuesday, July 9, 2019**

**8:30 AM**

Executive Conference Room, Level Three  
Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

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**MEMBERS:** Mayor Pro Tem Marty Simonoff and Council Member Cecilia Hupp  
**ALTERNATE:** Mayor Christine Marick

Materials related to an item on this agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection in the third floor lobby of the Civic and Cultural Center at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

## CALL TO ORDER / ROLL CALL

1. Matters from the Audience

## CONSENT

2. Approval of Minutes of June 11, 2019 Meeting

### Attachments

6-11-19 Minutes

## DISCUSSION

3. Professional Services Agreement with PeopleSpace for the Brea Civic and Cultural Center 3rd Floor Redesign and Furniture Purchase (CIP 7955)

### Attachments

Contract

PeopleSpace Proposal

Exhibit A - Cubicle Challenges

Exhibit B - Configuration Challenges

Exhibit C - Private Office Build-Out

**NOTE: This agenda is subject to amendments up to 72 hours prior to the meeting date.**

4. Professional Services Agreements for Annual As-Needed Construction Management and Inspection Services for Various Capital Improvement and Private Development Projects.

**Attachments**

RFP

Addendum No. 1

Proposals

PSA - Willdan

PSA - Onward

PSA - LAE

PSA - Interwest

PSA - Griffin

5. Pre-Employment Background Investigation Services

**Attachments**

Agreement

6. Organizational Consulting Services for the Brea Police Department

**Attachments**

Agreement

7. Change Order to the Purchase Order with IntelesysOne

8. Copier Equipment Rentals and Leases

**Attachments**

Rental Agreements

Lease Agreement

9. Schedule Next Meeting: July 30, 2019

cc: Council Member Glenn Parker  
Council Member Steven Vargas



**Special Accommodations**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

City of Brea

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**FINANCE COMMITTEE COMMUNICATION**

**FROM:** Bill Gallardo

**DATE:** 07/09/2019

**SUBJECT:** Approval of Minutes of June 11, 2019 Meeting

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**Attachments**

6-11-19 Minutes

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# FINANCE COMMITTEE MINUTES

**Tuesday, June 11, 2019**

**8:30 AM**

Executive Conference Room, Level Three  
Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

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## CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Christine Marick (Alternate), Mayor Pro-Tem Marty Simonoff, Chris Emeterio, David Crabtree, Tony Olmos, Cindy Russell, Bill Bowlus, Michael Ho, Faith Madrazo, Mario Maldonado, Lee Squire, Eric Aulls, Alicia Brenner, Ana Conrique, Neil Groom and Liz Pharis

1. Matters from the Audience – *None*

## CONSENT

2. Approval of Minutes of May 28, 2019 Meeting – *Receive and file.*

## DISCUSSION

3. Professional Services Agreement with Calabrese Architect for Design Services for the Civic Center Security System Improvement Project (CIP 7954) – *Recommended for City Council Approval.*
4. Extend Landscape Maintenance Contracts for One Year in Maintenance Districts Nos. 1, 3, 5 and 6 – *Recommended for City Council Approval.*
5. Approve of the Fiscal Year 2019-20 Appropriations Limit – *Recommended for City Council Approval.*
6. Legislative Advocacy Services – *Recommended for City Council Approval.*
7. Update to City's Local Debt Policy – *Recommended for City Council Approval.*
8. Custodial Services – *Recommended for City Council Approval.*
9. Approval of Fiscal Year 2019-20 Property Tax Rate to Fund the City's Paramedic Program – *Recommended for City Council Approval.*
10. Schedule Next Meeting: June 25, 2019

Meeting adjourned: 8:31 am

cc: Council Member Cecilia Hupp  
Council Member Glenn Parker  
Council Member Steven Vargas

## City of Brea

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### FINANCE COMMITTEE COMMUNICATION

**TO:** Finance Committee Members

**FROM:** Bill Gallardo

**DATE:** 07/09/2019

**SUBJECT:** Professional Services Agreement with PeopleSpace for the Brea Civic and Cultural Center 3rd Floor Redesign and Furniture Purchase (CIP 7955)

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### **RECOMMENDATION**

1. Approve agreement with PeopleSpace in the amount not-to-exceed \$347,606; and
2. Authorize City Engineer to approve change orders up to 10% of the not-to-exceed amount

### **BACKGROUND/DISCUSSION**

Over the past several years, the City has made incremental improvements throughout the facility, including upgrading the Detective Bureau, Records Division and Locker Room within the Police Department, the Fire Department's administrative offices, and the Utility Billing, Building and Safety, and Reception Counters on the 3rd floor. The proposed CIP project to redesign the 3rd floor office space has been a goal for many years and is a continuation of the necessary upgrades required to improve building safety and enhance employee efficiency and collaboration.

The 3rd Floor Redesign and Furniture Purchase project has three main priorities:

1. Bring current office furniture up to date to improve both safety and the ability to reconfigure spaces as time goes on;
2. Design enclosed offices for mid-level managers currently in cubicles, in order to facilitate private conversations; and
3. Bring individuals within the same department - who are, in some cases, currently working on separate floors - closer together for the sake of increased efficiency, collaboration, and innovation.

The majority of the 3rd floor contains office furniture that is original to the building and is in need of replacement. At the time of purchase 39 years ago, the workstations selected were not designed to accommodate the technology staff uses today, specifically the use of computers. Additionally, the cubicles have experienced significant wear-and-tear; however, the original furniture supplier no longer carries parts needed to make necessary replacements and adjustments to the cubicles, leaving no easy solution to properly improve existing work spaces. Exhibit A includes photos of some of the many broken cubicle baseboards and illustrates the challenges with cubicle power and wiring. Additionally, current cubicle configurations are inconsistent and vary in size across the organization. Exhibit B shows examples of current mismatched cubicles and variances in configurations. The design phase of the project will assess and standardize appropriate work station sizes based on employee position and true space needs. Since City employees spend 8-10 hours per day at

these workstations, staff recommends improving the safety and quality of their environment by purchasing improved office furniture and reconfiguring the layout to maximize and properly allocate space.

In addition to revitalizing and standardizing work stations, the project includes designing enclosed offices which will increase privacy for six mid-level managers. Currently, these managers are situated in open cubicles that do not foster the necessary enclosed privacy required for managers to work and converse with employees and community members. Exhibit C shows the existing cubicle space being utilized by these managers. As part of this contract, PeopleSpace will be expected to determine the footprint of these offices in order to maximize space on the 3rd floor, and to ultimately furnish the offices. The structural design and construction of these offices is not a part of this scope-of-work and will be coordinated through a separate contract with another vendor.

The last project goal is to consolidate displaced departments and use City office space more resourcefully. Two departments, Administrative Services and Management Services, have multiple employees working in various areas of the building, which can lead to challenges of isolation and inefficiency. One example is the Human Resources and Purchasing Divisions which are located in the center of the 3rd floor, with the rest of the Administrative Services Department located on the North wing of the floor. Staff recommends relocating these two divisions within the rest of their department area. The second example is the Communications & Marketing Division which is located on 2nd floor, while the rest of the Management Services Department is located on the 3rd floor. Staff recommends relocating this division to the 3rd floor, which would consolidate the Management Services Department. If PeopleSpace determines these consolidations could all be accommodated on the 3rd floor, this would potentially leave the office space on the 2nd floor vacant, creating an additional leasing opportunity and revenue generator.

In order to initiate the project, staff issued a Request for Proposals in May and received responses from 1) Tangram Interiors and 2) PeopleSpace. Ultimately PeopleSpace was selected based on their competitive pricing that will allow the City to comprehensively renovate the entire 3rd floor within our current budget. Additionally, PeopleSpace has extensive municipal experience having partnered with neighboring cities, such as the Cities of La Habra, Buena Park and Newport Beach. Lastly, PeopleSpace proposed solutions which would encourage collaboration and take advantage of underutilized square footage, such as outdoor spaces. Staff will partner with PeopleSpace to begin work on the design phase immediately and is projecting the furniture purchase and installation will occur later this calendar year.

While working to meet the project goals, staff will ensure the furniture selected will be classic and timeless, in order to preserve it for years to come. Once the design phase of the project has been completed, staff will provide an update to City Council prior to construction of private offices and installation of the product. This project will also work in tandem with ongoing efforts to increase security throughout the 3rd floor.

### **SUMMARY/FISCAL IMPACT**

There are sufficient funds budgeted, totaling \$495,000, in the CIP Project No. 7955 to fund the proposed scope of services. The project is funded by the Fixed Asset Replacement Program. There will be no General Fund impact.

**RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Jenn Colacion, Management Analyst and Melissa Davis, Management Analyst

Concurrence: Chris Emeterio, Assistant City Manager; Cindy Russell, Administrative Services Director; and Tony Olmos, Public Works Director

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**Attachments**

Contract

PeopleSpace Proposal

Exhibit A - Cubicle Challenges

Exhibit B - Configuration Challenges

Exhibit C - Private Office Build-Out

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**PROFESSIONAL SERVICES  
AGREEMENT**

THIS AGREEMENT ("Agreement") is effective ***on the date on which this Agreement is executed by the City of Brea***, ("Effective Date"), and is between ***PeopleSpace***, ("CONTRACTOR") and the CITY OF BREA, a California municipal corporation ("CITY"). CONTRACTOR and CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party". The Parties agree as follows:

**I. Agreement**

- A. This Agreement, together with the following exhibits are incorporated herein by reference, and supersedes all prior agreements and understandings:
  - Exhibit A – Scope of Services/Specifications
  - Exhibit B – Compensation
  - Exhibit C – General Provisions
  - Exhibit D – Indemnity and Insurance Requirements
  - Exhibit E – Labor Code Requirements
- B. This Agreement may be modified by written amendment executed by all parties.

**II. Scope of Services Summary**

CONTRACTOR shall, during the Term of the Agreement, ***Desgin, Furnish, and Install Furniture for the 3<sup>d</sup> Floor of the Brea Civic and Cultural Center*** as further set forth in Exhibit A, all to CITY's reasonable satisfaction (collectively, the "Services").

**III. Term of the Agreement**

- A. CONTRACTOR shall commence performance of Services on ***the date indicated in the notice to proceed issued by the City Project Manager***.
- B. AGREEMENT shall remain in full force and effect ***until all Services have been performed satisfactorily*** unless sooner terminated as set forth in the Termination subsection of Exhibit C ("Term").
- C. AGREEMENT may ***not be extended except by written amendment by Parties prior to the expiration of the Term***.

**IV. Compensation Summary**

- A. CITY shall pay CONTRACTOR for satisfactorily and completely rendered Services according to prices and in the manner set forth in Exhibit B. Parties agree that full and complete payment for all Services shall not exceed ***\$347,606, plus a 10% contingency*** ("Contract Amount"). The CITY shall have no obligation to pay any amount in excess of the foregoing amounts, unless agreed to in writing by the CITY.
- B. CONTRACTOR shall not render any services in excess of the Services described in Exhibit A ("Additional Services") without CITY's prior written approval. Any work performed without CITY's prior written approval shall be deemed to have been performed as part of the Services and included within the not-to-exceed Contract Amount.

**V. Insurance Requirements Summary**

- A. All insurance shall comply with the specific requirements set forth in Exhibit D.
- B. Exhibit D shall govern in the event of any conflict with the following coverages.
  - 1. **Commercial General Liability (CGL)**  
Limits shall be no less than \$2,000,000 per occurrence.
  - 2. **Automobile Liability Insurance (ALI) (any auto)**  
Limits shall be no less than \$2,000,000 per occurrence.
  - 3. **Workers' Compensation**  
State of California statutory limits  
Employer's Liability Insurance  
Limits shall be no less than \$1,000,000 per accident for bodily injury or disease.
  - 4. **Professional Liability Insurance (PL)**  
Limits shall be no less than \$2,000,000 per claim.
- C. Bonds
  - 1. **Performance Bond**  
Fifty percent (50% of the amount of this Agreement).
  - 2. **Payment Bond**  
Fifty percent (50% of the amount of this Agreement).
  - 3. **Warranty Bond**  
One-hundred percent (100% of the amount of this Agreement).

**VI. Notices and Designated Representatives**

All notices made pursuant to this Agreement shall be in writing and deemed effectively given: (i) upon receipt, when delivered personally; (ii) one business day after deposit with an overnight courier service; or (iii) two business days after having been sent by registered or certified mail, whether or not a signed receipt is received, provided a proof of delivery is obtained. All communications shall be sent to:

CITY – Project Manager:  
Jenn Colacion  
Management Analyst  
1 Civic Center Circle  
Brea, CA 92821  
(714) 671-4452 phone  
[JenniferC@CityofBrea.net](mailto:JenniferC@CityofBrea.net)

CITY – City Clerk (if over \$25,000):  
Lillian Harris-Neal, MMC  
City Clerk  
1 Civic Center Circle  
Brea, CA 92821  
(714) 990-7757 phone  
[LillianHN@CityofBrea.net](mailto:LillianHN@CityofBrea.net)

**CONTRACTOR:**

Representative's Name		
Title		
Address, Suite#		
City, State, Zip		
Phone		
Email		

(SIGNATURES ON FOLLOWING PAGE)



IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the day and year first set forth above. The undersigned Parties represent and warrant that they are authorized to bind their principles to the terms of this agreement.

**CONTRACTOR**

Business Name: \_\_\_\_\_

Federal ID# \_\_\_\_\_

only for Public Works projects Contractor Lic.#: \_\_\_\_\_ DIR Reg#: \_\_\_\_\_

Business Type ☐ Individual/Sole Proprietor ☐ Partnership ☐ Limited Liability Company  
(Contractor select one) ☐ Corporation (requires two signatures) ☐ Other \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Phone & Email: \_\_\_\_\_

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
(principal)

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
(2<sup>nd</sup> Signature required if corp)

**CITY OF BREA**

City of Brea, a California Municipal Corporation

Mailing Address: 1 Civic Center Circle

City, State, Zip: Brea California 92821

Printed Name & Title: Christine Marick, Mayor

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

**Attestation** (if total contract value exceeds \$25,000 or \$200,000 for Public Works projects)

Printed Name & Title: Lillian Harris-Neal, City Clerk

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES

I. Time of Performance

- A. **Commencement and Completion of Work.** The Services to be performed pursuant to this Agreement shall commence upon receipt of written notice to proceed from the City. Failure to commence work in a timely manner and/or diligently pursue work to completion may be deemed to be a breach, resulting in termination of this Agreement.
- B. **Schedule.** After commencement of performance pursuant to paragraph A, above, the Services must be completed ***within the mutually agreed-upon time.***
- C. **Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations enacted after the Effective Date, riots, acts of war, or any other conditions beyond the reasonable control of a party.

II. Additional Services

- A. Additional Services are those services related to the scope of services of CONTRACTOR set forth in this Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when an Addendum to this Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's purchasing procedures.
- B. CITY reserves the right to perform any work that would otherwise constitute Additional Services with its own staff or to retain other contractors to perform the Additional Services.

III. City Provisions

None.

IV. Ownership of Work Product

- A. Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital files, and/or or other media created or developed for the CITY by CONTRACTOR in the performance of this Agreement (collectively, "Work Product") shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Work Product shall be considered to be "works made for hire", and all Work Product and any and all intellectual property rights arising from creation thereof, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CONTRACTOR shall not obtain or attempt to obtain copyright protection as to any of the Work Product.
- B. CONTRACTOR hereby assigns to CITY all ownership and any and all intellectual property rights to the Work Product that are not otherwise vested in the CITY pursuant to the foregoing paragraph.  
  
CONTRACTOR warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component

as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Work Product produced under this Agreement, and that CITY has full legal title to and the right to reproduce the Work Product. CONTRACTOR shall defend, indemnify and hold CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in product or inventions. CONTRACTOR shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Services and Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONTRACTOR, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

**Continued on Next Page**

**V. Scope of Services**

- A. CONTRACTOR shall furnish all labor, materials and equipment necessary to provide the Services.
- B. The Services include and the CITY requires CONTRACTOR to:
  - 1. DESIGN
    - a) Design services shall include the assessment of departmental needs and preparation of a preliminary space plan for the entire 3<sup>rd</sup> floor area to assist the City of Brea in becoming more efficient and collaborative, as well as recommend furniture solutions based on a new design layout. Consultant shall prepare final design to include construction-level drawings/specifications for a portion of the 3<sup>rd</sup> floor based on cost estimates provided by consultant for general areas noted below. Private office construction drawings are not part of this scope-of-work.
    - b) The "Priority Area" consists of 39 workstations and 16 private offices, and is expected to be the first portion to be constructed. The remaining areas will be completed in a later phase to be determined by City Council approval and budgetary appropriations, unless current project budget allows them be constructed along with the "Priority Area."

**Design Criteria:**

- Create a space plan for the 3<sup>rd</sup> floor based on input provided by City staff.
  - Unify departments for improved efficiency and collaboration.
  - Make recommendations for consistency among workstation sizes.
  - Address needs for storage and collaborative areas.
  - Proposed furniture solutions for all cubicles and private offices.
  - Ensure sufficient access to power and network connectivity.
  - Consider design elements for outdoor spaces along the 3<sup>rd</sup> floor veranda.
  - Consultant shall be required to collaborate with two other pending projects that will be taking place simultaneously. Perimeter office construction will create enclosed office spaces for management staff and may impact the priority area depending on the exact size of the offices after they are built. Also, City staff is working on improved security measures which will include creating entry points for employee-only access. Any impact to the design phase of this project will be identified and addressed as we move from Consultant selection to project kickoff discussion.
- 2. FURNITURE PURCHASE
    - a) Consultant shall be expected to provide a comprehensive inventory of the items recommended for purchase (e.g. desks, cubicles, shelving, etc.) to furnish the workstations and private

offices as specified in the approved design. Consultant is expected to be a licensed or approved installer for the manufacturer of the furniture being recommended. The City shall determine the make, style, and grade for final purchase based on the City's evaluation of the product line. City will coordinate with vendor as appropriate throughout the process to order, store (if necessary), deliver and install the furniture.

3. INSTALLATION

- a) Consultant will provide the necessary installation services to complete the furnishing of offices and workspaces as specified in the approved design. Installers are expected to possess the required D-34 Contractor's License and provide compensation to installation teams subject to prevailing wages.

4. WORK SCHEDULE

- a) Consultant shall be expected to complete the Preliminary and Final Design of the project within 12 weeks from the Notice to Proceed (NTP). Upon completion, evaluation and formal acceptance of the design product, Consultant shall be expected to assist with furniture purchase within 4 weeks. Upon receipt of product, Consultant shall be expected to coordinate with City staff to develop a timeline for installation with minimal impact on the organization (Example: Install 15 cubicles over a 3-day weekend).

End of Exhibit A

**EXHIBIT B  
COMPENSATION**

**I. Total Compensation**

- A. CONTRACTOR agrees to accept the specified compensation as set forth in this Agreement as full payment for satisfactorily performing all work, including furnishing all labor and materials required to fully and satisfactorily complete the Services to CITY's reasonable satisfaction. To the maximum extent permitted by law, CONTRACTOR assumes all risks related to its performance of the Services including risks of unforeseen difficulties or conditions which may arise or be encountered in the performance of the Services. CONTRACTOR shall only be compensated as set forth herein for work satisfactorily performed in accordance with the Scope of Work.
- B. **Contract Amount.** Payment shall not exceed the total, all-inclusive amount of **\$347,606, plus a 10% contingency** for the Term.
- C. **CITY shall have no obligation to pay any sum in excess of the Fixed Prices and/or Total Contract Amount unless authorized by in writing by the CITY.**

**II. Fees and Expenses**

- A. **Lump Sum. CONTRACTOR shall be paid for the performance of Services on a fixed not-to-exceed lump sum basis in accordance with Attachment 1 to Exhibit B.**
- B. **Reimbursable Expenses. None allowed.**

**III. Manner of Payment and Accounting Requirements**

- A. Taxes
  - 1. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request.
  - 2. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section.
- B. Payment Terms
  - 1. CONTRACTOR shall submit invoices in arrears, after Services have been received. CITY will make payment in net 30 days after receipt of an undisputed invoice in a format acceptable to CITY. Invoices are subject to routine processing requirements. The responsibility for providing an acceptable invoice to CITY for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction.
  - 2. Billing shall cover Services not previously invoiced. CONTRACTOR shall reimburse CITY for any monies paid to the Contractor for services not provided, or when services do not meet the contract requirements.
  - 3. Payments made by the CITY shall not preclude the right of the CITY from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

**C. Invoices**

1. CONTRACTOR will provide an invoice on the CONTRACTOR'S letterhead. Each invoice will have a unique number and must include:
  - a) Contractor's name and address
  - b) Contractor's remittance address, if different from above
  - c) Contractor's Taxpayer ID Number
  - d) Name of City Agency/Department
  - e) Delivery/service address
  - f) Contract number
  - g) Purchase Order (PO) number
  - h) Date of invoice
  - i) Description of Services/Goods
  - j) Sales tax, if applicable
  - k) Freight/delivery charges, if applicable
  - l) Total
2. Invoices and support documentation are to be forwarded to:
  - a) City of Brea
  - b) Accounts Payable
  - c) 1 Civic Center Circle
  - d) Brea CA 92821
3. City does not accept electronic invoices.

**D. Accounting Records of CONTRACTOR**

1. During performance of this Agreement and for a period of three (3) years after termination or expiration of this Agreement, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's reimbursable expenses, if any, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.

End of Exhibit B

**Attachment 1 to Exhibit B**  
**Billable Rates**

Item	Description	Qty	Price	Total
01	Preliminary Design	1	\$5,100	\$5,100
02	Final Design	1	\$9,350	\$9,350
03	Furniture Purchase and Installation*	1	\$333,156	\$333,156
			Total	\$347,606

End of Attachment 1

\*This is a not-to-exceed amount. The final amount paid will be dependent on final City elected options.



**EXHIBIT C**  
**GENERAL PROVISIONS**

**I. Standard Requirements**

- A. **Assignment and Subcontracting.** To assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
- B. **Compliance with Law.** CONTRACTOR shall forthwith undertake and complete the Services in accordance with Exhibit "A" attached to this Agreement and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines all to the reasonable satisfaction of CITY.
- C. **Confidentiality.** Any and all information and data provided to CONTRACTOR pursuant to this Agreement shall be forever maintained as confidential by CONTRACTOR, to the maximum extent permitted by law.
- D. **Standard of Care.** CONTRACTOR shall provide exceptional Standard of Care while fulfilling the terms of this Agreement, is performing as a representative of CITY. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of either the CITY or CONTRACTOR, for the investigation and response to complaints.
- E. **Hires.** CONTRACTOR shall, at CONTRACTOR's sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONTRACTOR further agrees that no subcontractor shall be retained by CONTRACTOR except upon the prior written approval of CITY.
- F. **Independent Contractor.** CONTRACTOR is retained by CITY only to the extent set forth in this Agreement, and the CONTRACTOR's relationship to the CITY is that of an independent contractor. CONTRACTOR shall be free to dispose of all portions of CONTRACTOR's time and activities which CONTRACTOR is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONTRACTOR sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and

hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

- G. **Information and Assistance.** CITY will provide information and assistance as set forth in Exhibit "A" hereto; photographically reproducible copies of maps and other information, if available, which CONTRACTOR considers necessary in order to complete the Project. Such information as is generally available from CITY files applicable to the Project. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONTRACTOR's responsibility to make all initial contact with respect to the gathering of such information.
- H. **Governing Law .**This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.
- I. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.
- J. **Precedence of Documents.** In the event of any inconsistency or conflict between the Agreement and any of the Exhibits or any other attachments, the Agreement, then this Exhibit C, then the remaining Exhibits and attachments shall govern.
- K. **Termination.** This Agreement may be terminated by CITY for any or no reason upon the giving of a written notice of termination to CONTRACTOR at least fifteen (15) days prior to the date of termination specified in said notice. In the event this Agreement is so terminated, and provided CONTRACTOR is not then in breach, CONTRACTOR shall be paid on a pro-rata basis with respect to the percentage of the Services satisfactorily completed or goods satisfactorily provided as of the date of termination. In no event, however, shall CONTRACTOR receive more than the Contract Amount. CONTRACTOR shall provide to CITY any and all Work Product including all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination. CONTRACTOR may not terminate this Agreement except for cause.

End of Exhibit C

**EXHIBIT D**  
**INDEMNITY AND INSURANCE REQUIREMENTS**

**I. Indemnity Requirements**

**A. Indemnity for Professional Services.**

To the fullest extent permitted by law, the CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify City, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Claims"), whether actual, alleged or threatened, arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of CONTRACTOR, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual for that CONTRACTOR shall bear the legal liability thereof) in the performance of professional services under this Agreement. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

**B. Indemnity for Design Professional Services.**

To the fullest extent permitted by law, the CONTRACTOR shall, at its sole cost and expense, indemnify and hold harmless City, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of the CONTRACTOR, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that the CONTRACTOR shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code § 2782.8(c). Notwithstanding the foregoing and as required by Civil Code § 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to CONTRACTOR exceed CONTRACTOR's proportionate percentage of fault.

**C. Other Indemnities.**

Other than in the performance of professional services, and to the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

- D. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement.

**II. Insurance Requirements**

**A. General**

1. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
2. Without limiting the Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the Term of this Agreement, the following policies of insurance.
3. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.
4. If the Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

**B. Coverages**

**1. Commercial General Liability (CGL)**

- a) CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b) Limits shall be no less than \$2,000,000 per occurrence

**2. Products-Completed Operations (PCO)**

Contractor shall procure and submit to City evidence of insurance for a period of at least ten (10) years from the time that all work under this Contract is completed.

**3. Automobile Liability Insurance (ALI)**

- a) ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b) If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
  - (1) A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
  - (2) A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

**4. Workers' Compensation (WC)**

- a) Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b) Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor does not have any employees who will be performing work on behalf of City, Contractor must provide the following:
  - (1) A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract; and
  - (2) A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

**5. Professional Liability Insurance (PL)**

- a) Covered Professional Services shall specifically include all work to be performed under this contract and delete any exclusion that may potentially affect the work to be performed.
- b) Limits shall be no less than \$1,000,000 per claim; \$2,000,000 aggregate

**C. Endorsements**

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

**1. Commercial General Liability & Contractors Pollution Liability**

**a) Additional Insured**

- (1) City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
- (2) Additional Insured Endorsements shall not:
  - (a) Be limited to "Ongoing Operations"
  - (b) Exclude "Contractual Liability"
  - (c) Restrict coverage to the "Sole" liability of Contractor
  - (d) Exclude "Third-Party-Over Actions"
  - (e) Contain any other exclusion contrary to the Contract
- (3) Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

**b) Primary Insurance**

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

**2. Auto Liability**

**a) Additional Insured**

City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

**b) Primary Insurance**

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

**3. Workers' Compensation**

A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

**D. Insurance Obligations of Contractor**

The Insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

**E. Notice of Cancellation**

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon City except ten (10) days shall be allowed for non-payment of premium.

**F. Waiver of Subrogation**

Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether City has received a waiver of subrogation endorsement from the insurer.

**G. Evidence of Insurance**

All policies, endorsements, certificates, and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

**H. Deductible or Self-Insured Retention**

Any deductible or self-insured retention must be approved in writing by City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

**I. Contractual Liability**

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Contract.

**J. Failure to Maintain Coverage**

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Contract.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

**K. Acceptability of Insurers**

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by City.

**L. Claims Made Policies**

If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with City and an extended reporting period shall be provided for a period of at least ☐ 2 years ☒ 3 years ☐ 5 years ☐ 10 years from termination or expiration of this Contract.

**M. Insurance for Subcontractors**

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

End of Exhibit D



**EXHIBIT E**  
**LABOR CODE REQUIREMENTS**

**I. Prevailing Wage Requirements**

- A. CONTRACTOR acknowledges that the work required is a "public work" as defined in Labor Code Section 1720, et seq. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federal projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. CONTRACTOR shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.
- Pursuant to Labor Code §1775, the CONTRACTOR shall forfeit, as penalty to CITY, not more than two hundred dollars (\$200.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.
- B. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing work under this Agreement, CONTRACTOR shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, CONTRACTOR and each of its subcontractors shall submit to the CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.
- C. Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Contract, and the CONTRACTOR and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.
- The CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the Contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.
- D. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires CONTRACTOR and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of

perjury, as specified in Section 1776. CONTRACTOR and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The CONTRACTOR is responsible for compliance with Section 1776 by itself and all of its subcontractors(.

- E. For every subcontractor who will perform work on the project, CONTRACTOR shall be responsible for such subcontractors' compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and CONTRACTOR shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of a failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure.
- F. CONTRACTOR truthfully represents that at the time CONTRACTOR submitted its bid or proposal for this Project, and thereafter, CONTRACTOR possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the bid documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of CONTRACTOR to practice its trade(s) and complete the Project. CONTRACTOR agrees to not be debarred at any time through the duration of this Agreement. CONTRACTOR has investigated and represents and will ensure that all subcontractors possessed and now possesses a valid specialty trade license in its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time the CONTRACTOR's bid was submitted. All licenses must comply with California Business and Professions Code Section 7057 regarding a general building contractor. CONTRACTOR and all subcontractors must comply with business license requirements of the CITY. CONTRACTOR shall not perform work with debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.
- G. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].



**CITY OF BREA |**  
PeopleSpace Submittals

**CITY OF BREA  
3RD FLOOR REDESIGN &  
FURNITURE REPLACEMENT  
RFP #2019042602  
DUE 05.15.19**







May 15, 2019

City of Brea  
City Clerk's Office  
1 Civic Center Circle  
Brea, California 92821

Subject: 3rd Floor Redesign & Furniture Replacement RFP #2019042602

We are excited to present this Bid Response for the City of Brea 3rd Floor Redesign and Furniture Replacement RFP #2019042602. We are committed to you, the City of Brea and the 3rd Floor Redesign & Furniture Replacement Project. We can cover your project scope from project start to the punch walk and beyond.

If you knew us as Interior Office Solutions, Inc. (IOS), we have rebranded under the name PeopleSpace. PeopleSpace is a collaboration between IOS and Haworth. PeopleSpace gives you the best of all possible worlds by combining the strengths of two leaders who have compatible visionary approaches to the commercial interiors industry.

We deliver a positive customer experience from start to finish. You have the breadth of choice, depth of expertise and flawless, customer-focused execution that has made IOS a top solutions provider on the West Coast.

We look forward to working together and providing a successful project and creating a long lasting relationship.

Sincerely,

Jesse Bagley  
Founder | Chief Executive Officer  
949.697.8710 | jesse@peoplespace.com  
People Space | 17800 Mitchell North | Irvine, CA 92614

## CONTACT INFORMATION

Brian Sigler  
Business Development Manager

PeopleSpace  
17800 Mitchell North  
Irvine, California 92614

949.610.3723  
bsigler@peoplespace.com

CITY OF BREA COMPREHENSIVE FEE SCHEDULE

Phase 1 – Preliminary Design

	Quantity	Unit	Total:
Design Services Hours	60	\$ 85.00	\$ 5,100.00

Phase 2 – Final Design

	Quantity	Unit	Total:
Design Services Hours	110	\$ 85.00	\$ 9,350.00

Total for Phases 1 & 2 \$ 14,450.00

Phase 3 – Furniture Purchase & Installation with Notices to Proceed at the beginning of each phase.  
Below is just an estimated budget for mid-range furniture solutions and services to assist with a projected budget.

	Quantity	Unit	Total
Design Services Hours Credited	-170	\$ 85.00	\$ (14,450.00)
Priority Area PO	16	\$ 2,885.00	\$ 46,160.00
Priority Area Wkstns	39	\$ 2,975.00	\$116,025.00
Estimated Ancillary	1	\$ 34,000.00	\$ 34,000.00
Labor to Install			\$ 14,500.00
Sales Tax (7.75%)			\$ 16,328.09
SubTotal for Priority Area			<u>\$ 212,563.09</u>
Additional Budget for Entire Scope			
PO	8	\$ 2,885.00	\$ 23,080.00
Wkstns	22	\$ 2,975.00	\$ 65,450.00
Estimated Ancillary	1	\$ 27,500.00	\$ 27,500.00
Labor to Install			\$ 9,300.00
Sales Tax (7.75%)			\$ 9,713.08
Budgetary Grand Total			<u>\$347,606.16</u>

peoplespace

City of Brea  
Design, Furnish, and Install Furniture

RFP # 2019042602

APPENDIX A

Comparative Costs Worksheet

Bidder Name: PeopleSpace - Base Response (Recommended Solution)

This worksheet will be used for the sole intent of obtaining comparable costs at three different price points for product and in no way is representative of the style or configuration of furniture the City of Brea intends to utilize within the final design.

Using the sample workstation on the following page, please provide cost estimates for the furniture in the chart below. Assume that estimates represent the total cost of furnishing a complete workspace, limited to the following:

- 8' x 7.5' Modular Workstation (non-height adjustable)
- Desk Chair
- 4 Feet of Linear Storage Space

	Low Tier/Grade	Mid Tier/Grade	High Tier/Grade
Workstation	\$ 1660.00	\$ 2235.00	\$ 3735.00
Chair	\$ 240.00	\$ 315.00	\$ 505.00
Storage	\$ 285.00	\$ 425.00	\$ 460.00
Total	\$ 2185.00	\$ 2975.00	\$ 4700.00

APPENDIX A

Comparative Costs Worksheet

Bidder Name: PeopleSpace - Alternate 1 Response

This worksheet will be used for the sole intent of obtaining comparable costs at three different price points for product and in no way is representative of the style or configuration of furniture the City of Brea intends to utilize within the final design.

Using the sample workstation on the following page, please provide cost estimates for the furniture in the chart below. Assume that estimates represent the total cost of furnishing a complete workspace, limited to the following:

- 8' x 7.5' Modular Workstation (non-height adjustable)
- Desk Chair
- 4 Feet of Linear Storage Space

	Low Tier/Grade	Mid Tier/Grade	High Tier/Grade
Workstation	\$ 1105.00	\$ 1895.00	\$ 3375.00
Chair	\$ 240.00	\$ 315.00	\$ 505.00
Storage	\$ 195.00	\$ 330.00	\$ 600.00
Total	\$ 1540.00	\$ 2540.00	\$ 4480.00

APPENDIX A

Comparative Costs Worksheet

Bidder Name: PeopleSpace - Alternate 2 Response

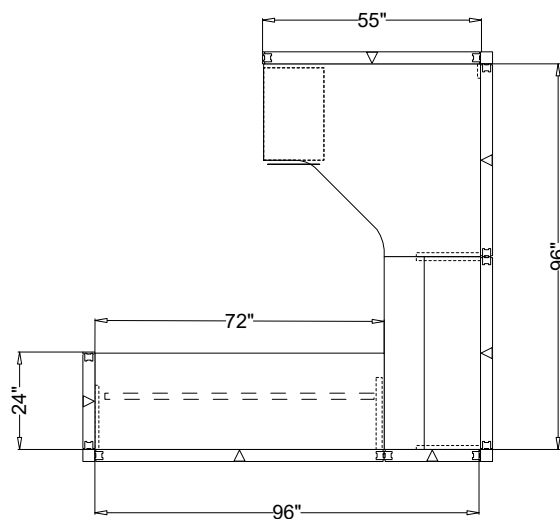
This worksheet will be used for the sole intent of obtaining comparable costs at three different price points for product and in no way is representative of the style or configuration of furniture the City of Brea intends to utilize within the final design.

Using the sample workstation on the following page, please provide cost estimates for the furniture in the chart below. Assume that estimates represent the total cost of furnishing a complete workspace, limited to the following:

- 8' x 7.5' Modular Workstation (non-height adjustable)
- Desk Chair
- 4 Feet of Linear Storage Space

	Low Tier/Grade	Mid Tier/Grade	High Tier/Grade
Workstation	\$ 1360.00	\$ 2335.00	\$ 3825.00
Chair	\$ 255.00	\$ 375.00	\$ 575.00
Storage	\$ 240.00	\$ 415.00	\$ 675.00
Total	\$ 1855.00	\$ 3125.00	\$ 5075.00





**WORKSTATION- GOOD**  
**HAWORTH COMPOSE + X-SERIES STORAGE**

- 66"H with 42"H lower panels with tackable fabric tiles and metal trim
- White laminate worksurfaces with standard edgeband
- 48"W metal overhead with sliding door
- Box/box/file pedestal
- All grade A finishes

**PRICE: \$1945 EACH**

ADDITIONAL OPTIONS FOR GOOD SOLUTION:

- ALTERNATE 1- FRIANT DASH

PRICE: \$130 EACH



**FRIANT DASH BROCHURE**  
*Please click on the image to view*

- ALTERNATE 2- AIS DIVI

PRICE: \$1600 EACH



**AIS DIVI BROCHURE**  
*Please click on the image to view*



GOOD SEATING



ALTERNATE 1- AIS BOLTON

- Mid back task chair
- Black base, frame and arms
- Tension adjustable synchro-tilt with upright back lock and seat depth adjustment
- Height adjustable arms
- Hard or soft 60mm wheel casters
- Standard 4" (16"-20") pneumatic cylinder
- Body conforming lumbar support
- 300lbs rating

PRICE: \$240



**AIS BOLTON BROCHURE**  
Please click on the image to view



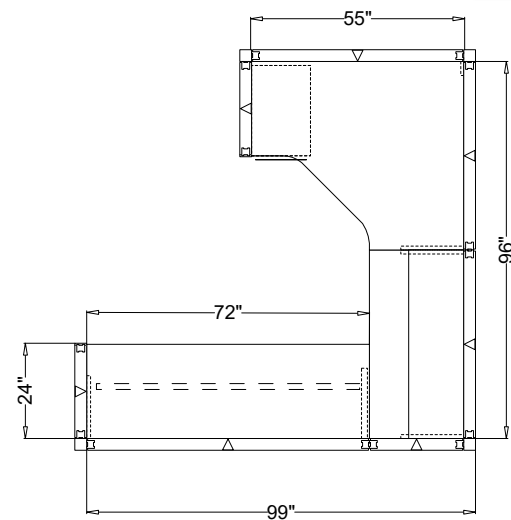
ALTERNATE 2- SITONIT NOVO

- Mid back task chair
- Black base, frame and arms
- Height adjustable arms
- Lumbar support
- Standard synchro and cylinder
- Hard or soft 60mm wheel casters
- Standard 4" (16"-20") pneumatic cylinder

PRICE: \$255



**SITONIT NOVO BROCHURE**  
Please click on the image to view



**WORKSTATION- BETTER  
HAWORTH COMPOSE + X-SERIES STORAGE**

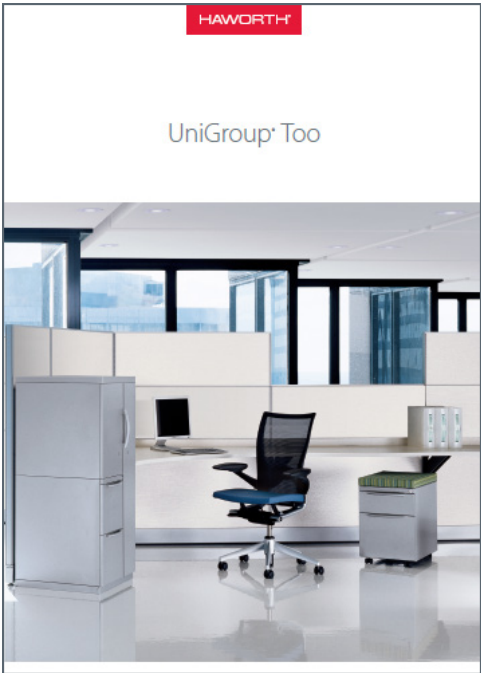
- 66"H with 42"H lower panels with tackable fabric tiles and aluminum trim
- Wood laminate worksurfaces with standard edgeband
- 48"W metal overhead, laminate flipper door and lock
- Box/box/file pedestal with laminate fronts and bar pulls
- All grade B finishes

**PRICE: \$2660 EACH**

ADDITIONAL OPTIONS FOR BETTER SOLUTION:

- ALTERNATE 1- HAWORTH UNIGROUP TOO

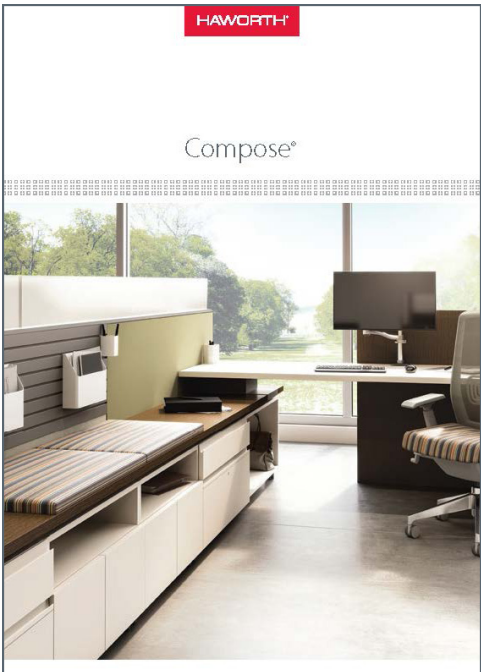
PRICE: \$2225 EACH



**HAWORTH UNIGROUP BROCHURE**  
*Please click on the image to view*

- ALTERNATE 2- HAWORTH COMPOSE

PRICE: \$2750 EACH



**HAWORTH COMPOSE BROCHURE**  
*Please click on the image to view*



BETTER SEATING



ALTERNATE 1- HAWORTH SOJI

- Mesh back task chair
- Black base, frame and arms
- Height adjustable arms
- Back lock
- Seat depth adjustable
- Hard or soft 60mm wheel casters

PRICE: \$315



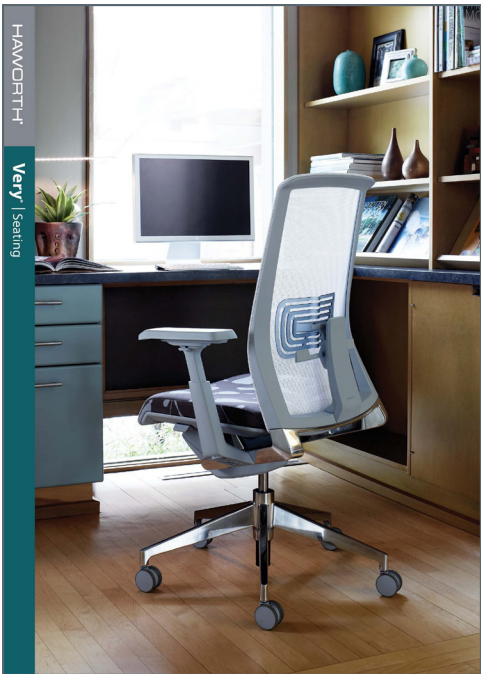
**HAWORTH SOJI BROCHURE**  
Please click on the image to view



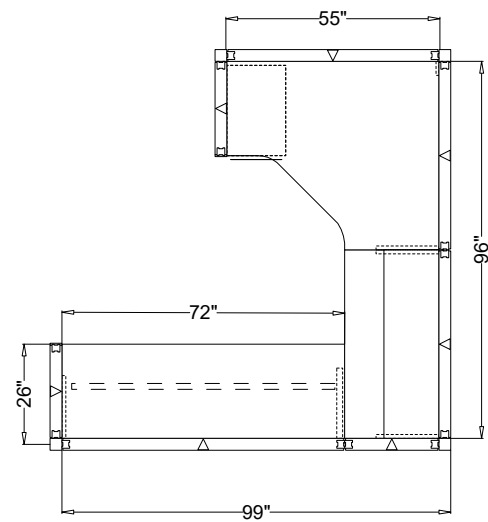
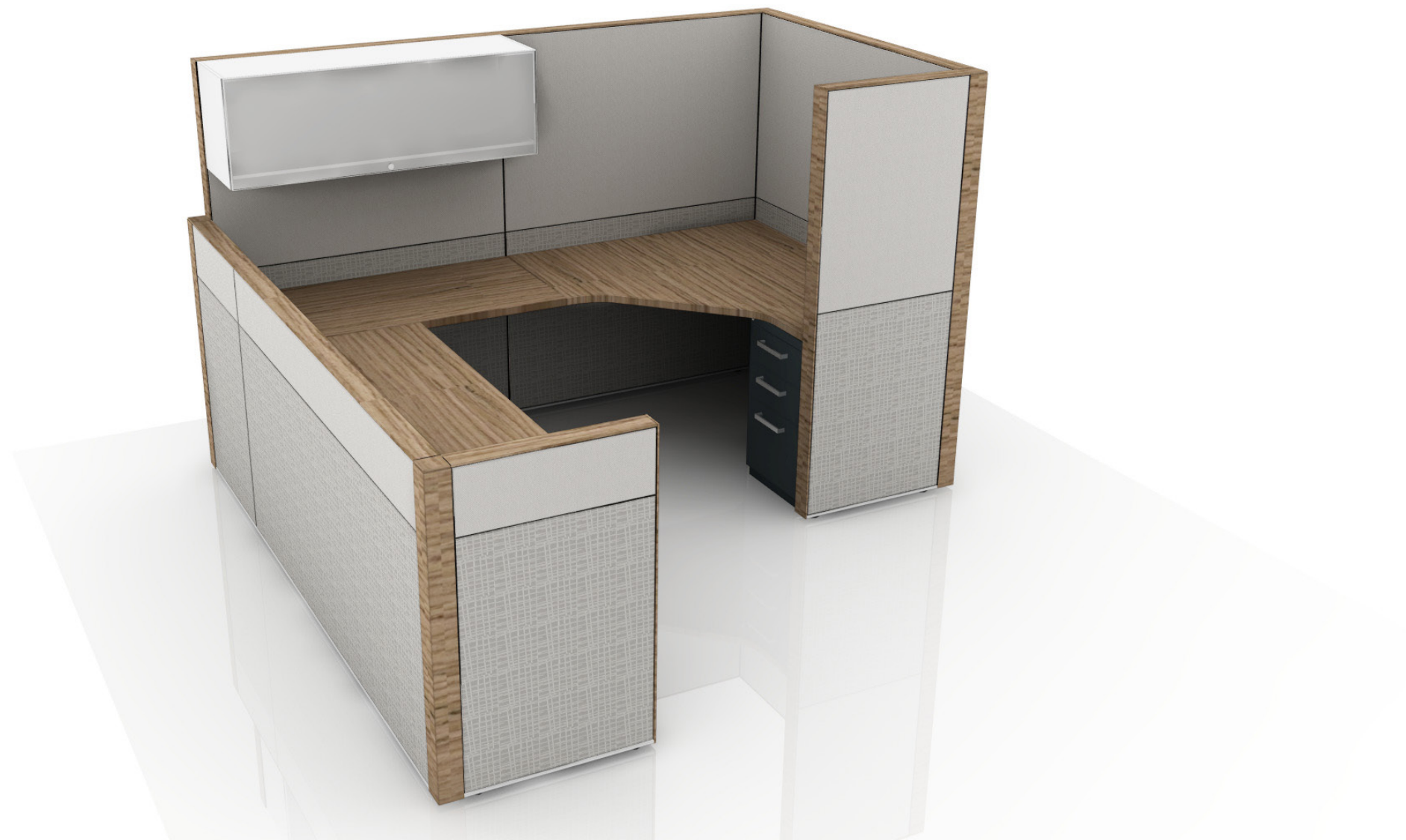
ALTERNATE 2- HAWORTH VERY

- Mesh back task chair
- Black base, frame and arms
- 4D adjustable arms
- Adjustable asymmetrical lumbar
- Seat depth adjustable
- Hard or soft 60mm wheel casters

PRICE: \$375



**HAWORTH VERY BROCHURE**  
Please click on the image to view



**WORKSTATION- BEST  
HAWORTH COMPOSE + X-SERIES STORAGE**

- 66"H with 42"H lower panels with tackable segmented fabric tiles and wood trim
- Wood veneer worksurfaces
- 48"W metal overhead with glass front and lock
- Metal box/box/file pedestal
- All premium grade finishes

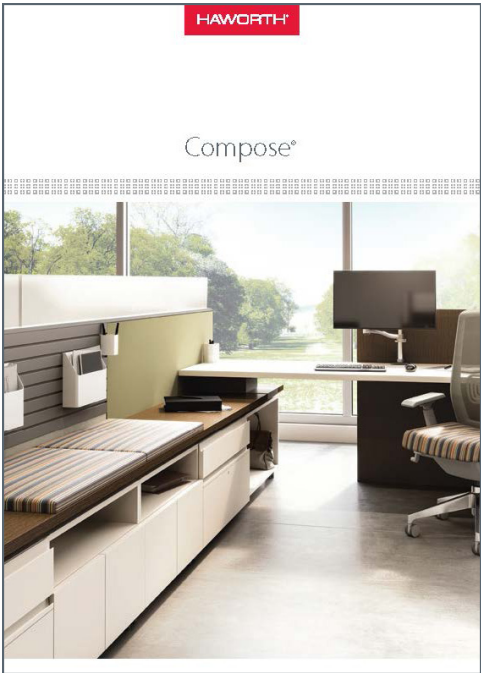
**PRICE: \$4195 EACH**



ADDITIONAL OPTIONS FOR BEST SOLUTION:

- ALTERNATE 1- HAWORTH COMPOSE

PRICE: \$3975 EACH



**HAWORTH COMPOSE BROCHURE**  
*Please click on the image to view*

- ALTERNATE 2- HAWORTH PREMISE

PRICE: \$4500 EACH



**HAWORTH PREMISE BROCHURE**  
*Please click on the image to view*

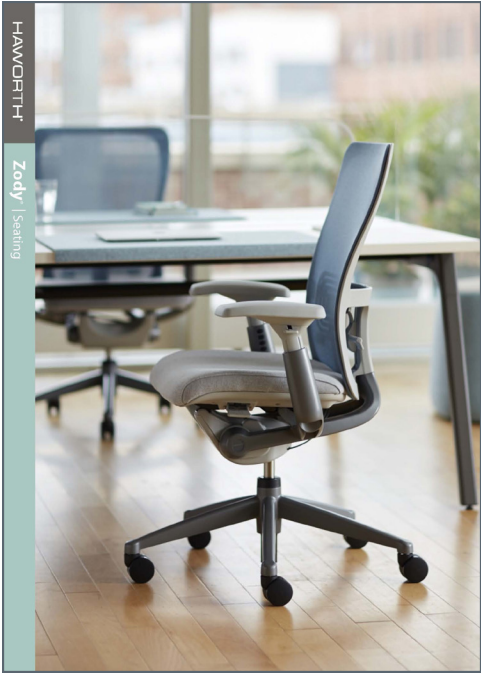
BEST SEATING



ALTERNATE 1- HAWORTH ZODY

- Mesh back task chair
- Black base, frame and arms
- 4D adjustable arms
- Adjustable asymmetrical lumbar
- Back lock
- Seat depth adjustable
- Hard or soft 60mm wheel casters

PRICE: \$505



**HAWORTH ZODY BROCHURE**  
*Please click on the image to view*



ALTERNATE 2- HAWORTH FERN

- Mesh back task chair
- Black base, frame and arms
- 4D adjustable arms
- Back stop
- Adjustable asymmetrical lumbar
- Seat depth adjustable
- Hard or soft 60mm wheel casters

PRICE: \$575



**HAWORTH FERN BROCHURE**  
*Please click on the image to view*





## BILLING RATES

Please review our current billing rates below:

YEAR	BILLING RATE
Project Manager	\$85/HOUR
Project Designer	\$85/HOUR

## SUBCONTRACTORS

We are not utilizing any subcontractors for this City of Brea 3rd Floor Redesign & Furniture Replacement project.

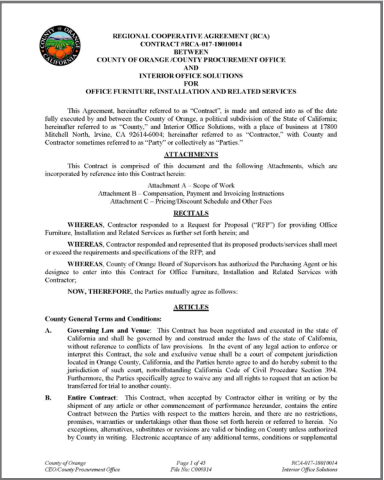
## OVERHEAD PERCENTAGES

We have an overhead percentages of 10% on all product, not subcontractors.

## COOPERATIVE AGREEMENTS

PeopleSpace and Haworth have access to various Cooperative Agreements that may be beneficial to the City of Brea and their projects. Please review the following County of Orange Contract, OMNIA Partners (formerly the U.S. Communities) Contract and CMAS

## County of Orange Contract



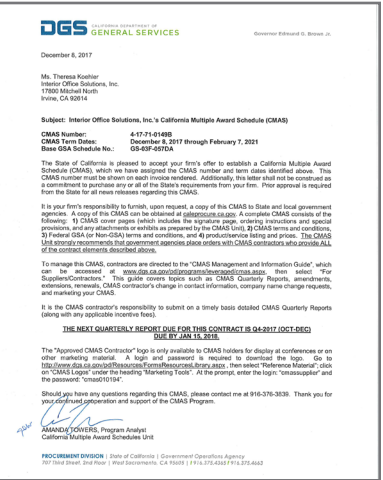
Please click on the image above to view  
the County of Orange contract

# OMNIA Partners Contract

[illegible]

Please click on the image above to view  
the PeopleSpace General COI

## California Multiple Award Schedule (CMAS)



Please click on the image above to view  
PeopleSpace's CMAS



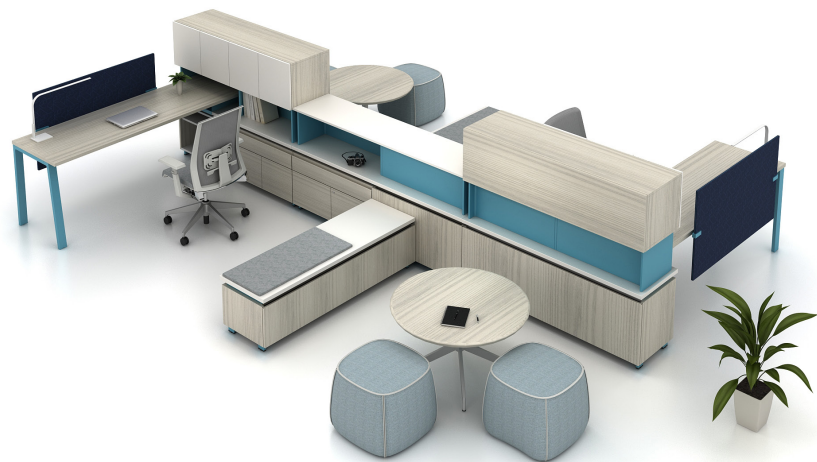
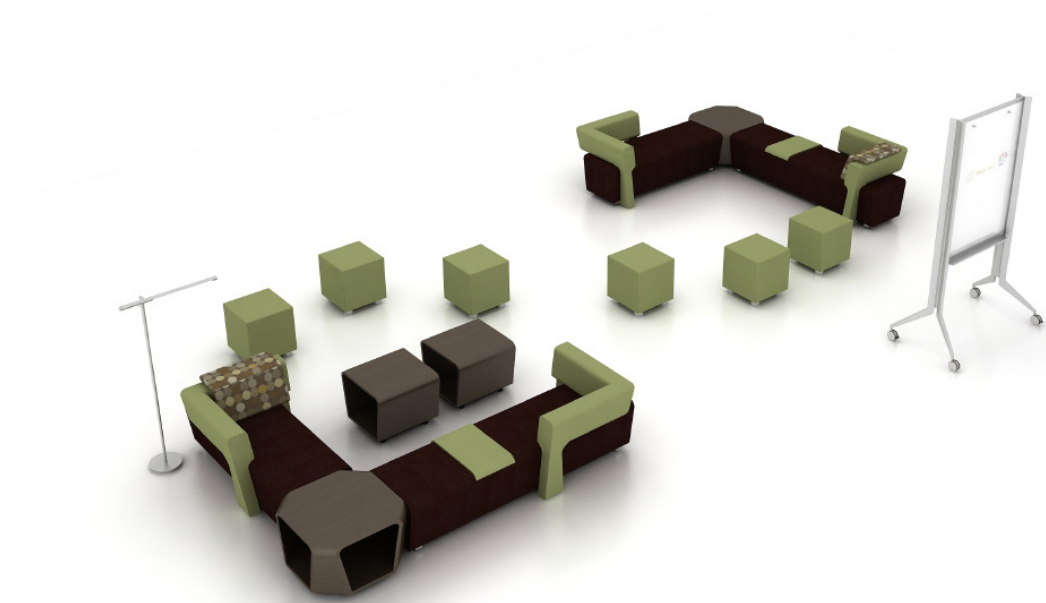
# 1. COLLABORATIVE/MULTI-USE SPACES

CONSISTENCY AMONG WORKSTATION SIZE:  
APPROXIMATELY 6' X 6'



# 1. COLLABORATIVE/MULTI-USE SPACES

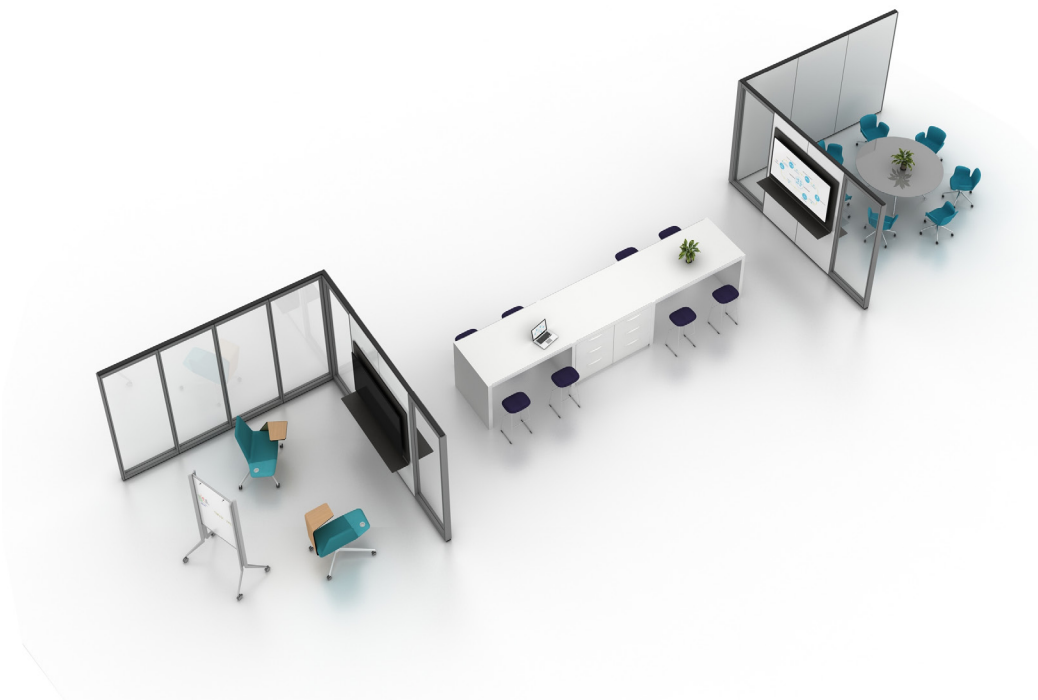
ADDRESSING THE NEEDS FOR STORAGE +  
COLLABORATIVE AREAS



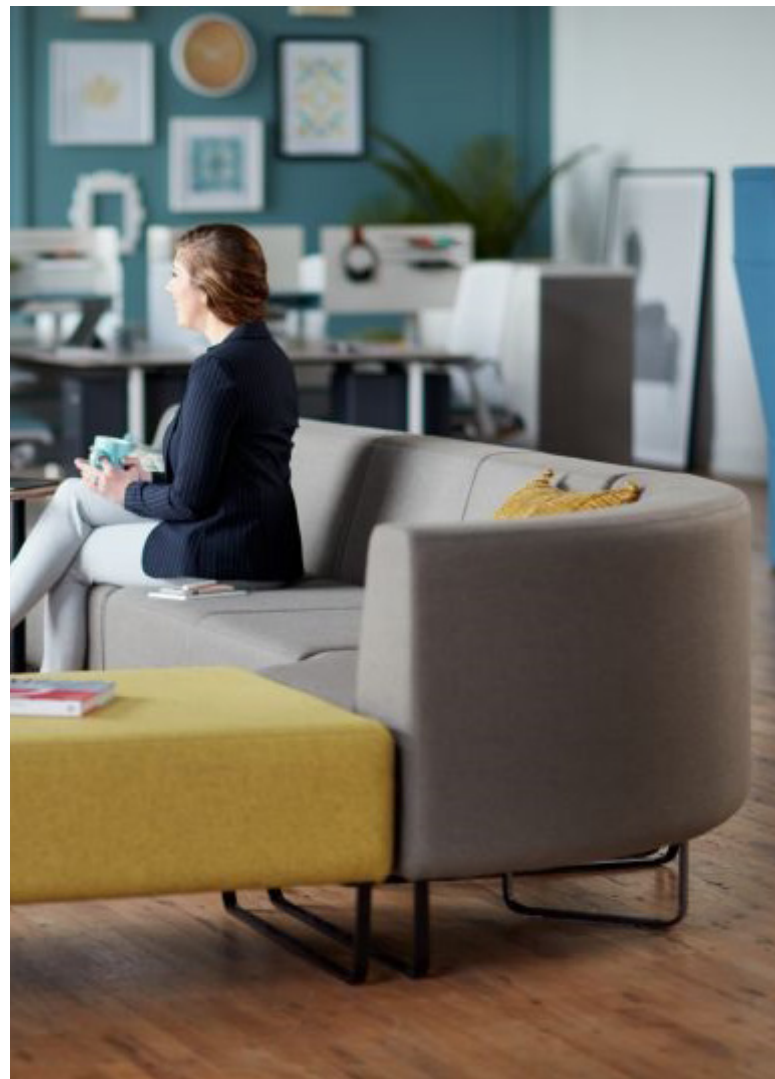


# 1. COLLABORATIVE/MULTI-USE SPACES

ADDRESSING THE NEEDS FOR STORAGE +  
COLLABORATIVE AREAS



## 1. COLLABORATIVE/MULTI-USE SPACES





# 1. COLLABORATIVE/MULTI-USE SPACES



ENSURING SUFFICIENT ACCESS TO POWER +  
NETWORK CONNECTIVITY



## 1. COLLABORATIVE/MULTI-USE SPACES





## 1. COLLABORATIVE/MULTI-USE SPACES





## 1. COLLABORATIVE/MULTI-USE SPACES





## 1. COLLABORATIVE/MULTI-USE SPACES



# 1. COLLABORATIVE/MULTI-USE SPACES

PROPOSING FURNITURE SOLUTIONS FOR  
PRIVATE OFFICES





# 1. COLLABORATIVE/MULTI-USE SPACES

PROPOSING FURNITURE SOLUTIONS FOR  
PRIVATE OFFICES





# 1. COLLABORATIVE/MULTI-USE SPACES

PROPOSING FURNITURE SOLUTIONS FOR  
PRIVATE OFFICES





## 2. OUTDOOR SPACES





## 2. OUTDOOR SPACES





## 2. OUTDOOR SPACES





**Statement of Compliance  
(Scope of Work, Terms & Conditions, and Agreement)**

Each Offer must be accompanied by a signed Statement of Compliance. *Offeror must sign one of the declarations stated below* indicating that the Offer was submitted with or without exceptions to this Solicitation, Scope of Work, Terms and Conditions, or Agreement as may be attached.

PeopleSpace

(Offeror's Company Name)

**I. No Exceptions**

By signing below, Offeror declares that their Offer was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Jesse Bagley

Founder | Chief Executive Officer

05.15.19

**II. With Exceptions**

By signing below, Offeror states that their Offer has been prepared in consideration of and with exception to some of the terms of this Solicitation, Scope of Work, Terms and Conditions, or Agreement. Offeror is advised that exceptions and/or a suggested change to any of the terms of Solicitation, Scope of Work, Terms and Conditions, or Agreement must be submitted in writing as an attachment to the Offer submittal. By signing below, Offeror declares that the Offer includes a statement that identifies each item to which Offeror is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in this Solicitation, identifies the reasons for submitting the proposed exception or change, as well as, any impact the change or exception may have on contract costs, scheduling, or other considerations. City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Non-Collusion Affidavit**

Note: To be executed by Offeror and submitted with Offer.

State of \_\_\_\_\_

California

(the State of the place of business)

County of \_\_\_\_\_

Orange

(the County of the place of business)

Jesse Bagley

(name of the person signing this form)

says that he/she is \_\_\_\_\_

Founder | Chief Executive Officer

of

(title of the person signing this form)

PeopleSpace

(name of offering company)

, the party making the foregoing offer

that the offer is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the offer is genuine and not collusive or sham; that the OFFEROR has not directly or indirectly induced or solicited any other offeror to put in a false or sham offer; that the OFFEROR has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham offer, or to refrain from offering; that the OFFEROR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the offer price of the OFFEROR or any other offeror, or to fix any overhead, profit, or cost element of the offer price, or of that of any other offeror; that all statements contained in the offer are true; and, the OFFEROR has not, directly or indirectly, submitted his or her offer price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham offer, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a OFFEROR that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the OFFEROR.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed as set forth.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Jesse Bagley

Founder | Chief Executive Officer

05.15.19

Notary is not required for this offer.



Client References (for like work)

PeopleSpace

(Offeror's Company Name)

1. Client's Company Name:	City of La Habra
Client Address:	110 E La Habra Boulevard, La Habra, CA 90633
Contact's Name:	Roy Ramsland
Contact's Title:	Planning Manager
Contact's Telephone & FAX:	Tel 562-383-4100 Fax 562-383-4476
Contact's Email:	rramsland@lahabracal.gov
Scope of Services/Products Provided:	Private Offices, Work Stations, Conference Rooms, City Council
Project Completion Date & Value:	Completed 2017 \$700,000
2. Client's Company Name:	Sundt / San Diego State University Project
Client Address:	5500 Campanile Road, San Diego, CA 92182
Contact's Name:	Jamie Frye
Contact's Title:	VP, Preconstruction Manager
Contact's Telephone & FAX:	Tel 619-321-4805
Contact's Email:	jpfrye@sundt.com
Scope of Services/Products Provided:	650 Dorms, Common Areas, Lobbies, Training, Conference, Lounge
Project Completion Date & Value:	Completed 2017 \$2,700,000
3. Client's Company Name:	ZAGG/Mophie
Client Address:	15495 Sand Canyon , 4th Floor, Irvine, CA 92618
Contact's Name:	Tarah Draper
Contact's Title:	HR Generalist / HR Facilities
Contact's Telephone & FAX:	Tel 949-502-0833
Contact's Email:	Tarah.draper@mophie.com
Scope of Services/Products Provided:	100 work stations and private offices, lounge and lobbies
Project Completion Date & Value:	Completed 2018 \$700,000
4. Client's Company Name:	Meggitt Sensing Systems
Client Address:	14600 Myford Rd, Irvine, CA 92606
Contact's Name:	Michael Gooch
Contact's Title:	VP Facilities
Contact's Telephone & FAX:	Tel 949-493-8181
Contact's Email:	Michael.gooch@meggitt.com
Scope of Services/Products Provided:	200 work stations, private offices, conference rooms
Project Completion Date & Value:	Completed 2014 \$900,000

Duplicate this form as necessary to complete list.

Subcontractors List-Standard

Offeror's Company Name	PeopleSpace
Offeror's Contractors License #s	989310
Offeror's License Classifications	C61/D34

List all proposed subcontractors for this work.

☒ Check this box, if no subcontractors are to be used for any of the proposed work.

Failure to provide required subcontractors per Offeror Qualifications may render bid nonresponsive.

1. Company	
License #s	
License class	
DIR # & Exp Date	
Proposed work & amounts	
Address	
City, ST, zip	
Contact Name	
Phone Number	
Email	
2. Company	
License #s	
License class	
DIR # & Exp Date	
Proposed work & amounts	
Address	
City, ST, zip	
Contact Name	
Phone Number	
Email	
3. Company	
License #s	
License class	
DIR # & Exp Date	
Proposed work & amounts	
Address	
City, ST, zip	
Contact Name	
Phone Number	
Email	

Duplicate this form as necessary to complete list.

Subcontractors List-Public Works Projects

Offeror's Company Name

PeopleSpace

Offeror's Contractors License #s

989310

Offeror's License Classifications

C61/D34

In accordance with Government Code Section 4104, the Bidder/Offeror shall set forth the name, business address, license number, class and DIR registration number of each subcontractor who will perform work or render service to the Contractor on said contract in an amount in excess of 0.5% of the total bid and the portion of the work to be done by such subcontractor.

Offeror certifies: That they are able to and will perform the balance of all work which is not covered in the above subcontractors listing; that AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project

☒ Check this box, if no subcontractors are to be used for any of the proposed work.  
Failure to provide required subcontractors per Offeror Qualifications may render bid nonresponsive.

Offer Item Nbr	% of Work	Name, Address and E-mail of Subcontractor	State License No	Class	DIR Reg. No.

Duplicate this form as necessary to complete list.

Anti-Kickback Affidavit-Public Works

The undersigned is submitting this Offer for performing by contract the work required by this Solicitation, agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

SIGNATURE:

PRINT NAME:

Jesse Bagley

TITLE:

Founder | Chief Executive Officer

DATE:

05.15.19

Compensation Insurance Certificate-Public Works

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

The undersigned is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Jesse Bagley

Founder | Chief Executive Officer

05.15.19

Insurance Commitment Form

City reserves the right to modify the Exhibit D Insurance Requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City's acceptance and/or approval by City does not, and shall not be construed to, relieve Contractor of any obligations, responsibilities or liabilities under any resultant Contract.

- The undersigned, at Contractor's sole cost and expense, hereby promises and agrees to:
- A. Acquire the required insurance as set forth in Exhibit D Insurance Requirements.
  - B. Provide all insurance written by companies licensed or authorized by the State of California to issue insurance in the State of California with an A.M. Best Company rating of A VII or better.
  - C. Provide all required proofs of insurance, certificates of insurance, policies, endorsements, and waiver of subrogations as set forth in Exhibit D Insurance Requirements within 30 days of notification of contract award and prior to the start of any work, whichever occurs sooner.
  - D. Maintain in force at all times during the term of any Contract, insurance policies as set forth in Exhibit D Insurance Requirements.
  - E. Replace any policies whose carrier's rating falls below A VII with policies that meet or better the required A VII rating no later than the renewal date of the policy.
  - F. Amend, supplement, or endorse existing insurance policies that do not meet the insurance requirements set forth in Exhibit D Insurance Requirements.

Contractor's failure to comply with the required insurance as set forth in Exhibit D Insurance Requirements is a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future offers based on Contractor's default.

I, the undersigned, hereby certify that I have the authority on behalf of the entity I represent and to commit to all the requirements as set forth in Exhibit D Insurance Requirements.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Jesse Bagley

Founder | Chief Executive Officer

05.15.19

Bid Bond

Premium Included

KNOW ALL MEN BY THESE PRESENTS, that we, PeopleSpace  
as Principal, and Federal Insurance Company a corporation organized and  
existing under the laws of the State of Indiana and whose principal office  
is located in the City of Whitehouse Station as surety, are jointly and  
severally bound unto the CITY OF BREA of Orange County California in the sum of  
Five percent of amount bid DOLLARS  
5% of amount bid, lawful money of the United States of America to be paid to the said CITY OF BREA,  
for which payment well and truly to be made, we bind ourselves, our heirs, successors, executors,  
administrators and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has submitted the  
accompanying bid dated May 15 2019 or the CITY OF BREA Orange County California.

NOW, THEREFORE, if the Principal shall not withdraw said bid within **ninety (90)** days after the opening of  
same, and shall within **fifteen (15)** days after the agreement has been presented to him for execution enter  
into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the  
required bond with good and sufficient sureties, or sureties for the faithful performance and proper fulfillment  
of such contract and for the protection of laborers and material providers, or in the event of the withdrawal of  
said bid within the periods specified, or the failure to enter into said contract and give said bond within the  
time specified if the Principal shall within sixty (60) days after request by the City, pay the City the difference  
between the amount specified in said bid and the amount for which the City may procure the required work  
and/or supplies if the latter amount be in excess of the former, then the above obligation shall be void and of  
no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF the above-bounded parties have executed this instrument under their several  
seals this 14th day of May, 2019, the name and corporate seal of each  
corporate party being affixed hereto and these presents duly signed by its undersigned representative  
pursuant to authority of its governing body.

Two Witnesses (if individual)	<u>PeopleSpace</u> PRINCIPAL By _____
ATTEST (if corporation)	Title _____ <u>Federal Insurance Company</u> SURETY By <u>Sandra M. Nowak</u> Sandra M. Nowak
Corporate Seal ATTEST <u>Aaron Griffin</u> Aaron Griffin	Title _____ By _____ Sandra M. Nowak
Witness _____	Title _____ Attorney-in-Fact
Corporate Seal	

01/01/18

Acknowledgement of Surety for Bid Bond-Public Works

A notary public or other officer completing this certificate verifies only the identity of the  
individual who signed the document to which this certificate is attached, and not the  
truthfulness, accuracy, or validity of that document.

State of Illinois  
(the State of the place of business)

County of Cook  
(the County of the place of business)

On May 14, 2019 before me personally appeared  
(month day and year)

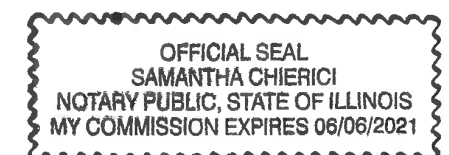
Sandra M. Nowak, Attorney-in-Fact  
name of the person and title of officer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signed:	<u>Samantha Chierici</u> (signature of Notary Public)
Printed Name:	<u>Samantha Chierici</u> (name of the person signing this form)
Date:	<u>May 14, 2019</u> (date signed)



Required Response Template  
PeopleSpace

Instructions:

Prospective Offerors must provide the information requested below and include it in their Offer. Provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.  
Interior Office Solutions, Inc. dba PeopleSpace  
17800 Mitchell North, Irvine, CA 92614  
(P) 949.724.9444 (F) 949.724.9449  
<https://peoplespace.com/>
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.  
Interior Office Solutions, Inc. (IOS) was founded in 2000  
IOS rebranded under the name PeopleSpace in 2019
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).  
PeopleSpace is a privately owned CA C Corporation
- D. Names and titles of the principal owner(s).  
Jesse Bagley, Founder + Chief Executive Officer  
Brian Airth, Founder + Chief Business Development Officer  
Haworth, Inc.
- E. Person(s) authorized to make commitments for your company.  
Jesse Bagley, Founder + Chief Executive Officer  
Brian Airth, Founder + Chief Business Development Officer  
Nate Brooks, Chief Financial Officer
- F. Company history, experience, years in business for current company name.  
PeopleSpace is a privately-owned corporation formed in 2000 by Jesse Bagley and Brian Airth under the name Interior Office Solutions, Inc. (IOS). IOS has been doing business for the last 19 years with clients of all sizes and kinds from corporate to health to entertainment and government.

Today you can find us from Sunny Southern California to the Emerald City with four showrooms and two warehouses, PeopleSpace has the largest presence of any contract furniture dealership on the west coast.

Orange County Headquarters | 17800 Mitchell North, Irvine  
Los Angeles Showroom | 444 South Flower Street, #200, DTLA  
Southern California Warehouse | 10850 Valley View Street, Cypress  
Seattle Showroom | 705 5th Avenue South #825, Seattle  
Washington Warehouse | 7817 South 210 Street #B106, Kent  
Portland Showroom | 811 SW 6th Avenue #400, Portland

As our company has grown and evolved, we have developed the following four divisions under the PeopleSpace umbrella: Slate (Custom Systems), ATSpace (Walls and Architecture), Twist Fab (Custom Architectural Elements Design & Fabrication) and Services (Installation) which includes the unique, industry-leading Quality Assurance team.

IOS rebranded under the name PeopleSpace in 2019.

- G. Annual company revenues for the last three fiscal years.

We are financially strong. Haworth, Inc., a privately held company with revenues of \$2 billion plus is a partner in IOS/PeopleSpace. Our revenue for the past three years is listed below. Nearly \$20 million of sales booked in 2018 slipped into 2019 due to construction delays, thus we will see about \$110 million of sales in 2019.

YEAR	SALES REVENUE
2016	\$66,923,210
2017	\$87,808,724
2018	\$75,145,503

- H. Tax ID number.  
33-0894213
- I. The complete scope of services offered by your company.  
We are a one stop shop to complete any project from design and collaboration to complete installation. Please see our PeopleSpace Resources section for more information.
- J. The number of clients (including governmental) served in past and present.  
The overall number of PeopleSpace clients is 10,000
- K. Special qualifications, training, credentials, recognition, or awards.  
Role Specific and Manufacturer Training for all PeopleSpace team members and Designer NCIDQ Certifications. Showroom certifications include WELL Building Certification (Los Angeles and Portland Showrooms) and LEED-CI certification (Orange County Showroom). IOS won the 2016 Calibre Award in the Learn & Serve category with Zev Yaroslavsky Family Support Center Project. IOS/PeopleSpace is a Haworth Best in Class dealer designated for the 5 years in a row and a Top 5 global Haworth dealer. In addition, we have company KUDOS, Employee of the Quarter and a culture committee internally.
- L. Contracts terminated for cause, pending litigation or legal issues.  
PeopleSpace has not had any contracts terminated for cause, pending litigation or legal issues.

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel.  
Jesse Bagley | Founder + Chief Executive Officers  
Brian Airth | Founder + Chief Business Development Officer  
Adam Ferry | Managing Director  
Daniel Delaney | Chief Customer Officer  
Pamela Escobedo | Managing Director of Operations  
Gynjer Peck | Director of Design  
Aaron Thompson | Director of Services  
Pamela King | Director of Project Coordinators  
Abby Wiley | Director of Strategic Accounts



- B. Team to be assigned for these services.  
Jesse Bagley | Founder + Chief Executive Officers  
Brian Airth | Founder + Chief Business Development Officer  
Brian Sigler | Business Development Manager  
Priscilla Strickland | Project Designer  
Felicia Leinonen | Project Manager  
Aaron Thompson | Director of Services  
Alma Romero | Sales Coordinator  
Cindy Kim | Designer + Account Manager SAT  
Kyle Olson-Kearl | Project Coordinator
- C. Qualifications of specific individuals who will work on the project.  
Please refer to the PeopleSpace Team for their roles and experience
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.  
Please see the following main PeopleSpace Team for their hours involved on your project:  
Brian Sigler | Business Development Manager: 200 hours  
Priscilla Strickland | Project Designer: 120 hours  
Felicia Leinonen | Project Manager: 75 hours  
Aaron Thompson | Director of Services: 80
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.  
Please refer to the PeopleSpace Team for their roles and experience
- F. Current number of employees: full-time and part-time employees.  
PeopleSpace has 153 employees over all locations: 152 full-time + 1 part-time  
There are 55 employees in the Orange county Headquarters location  
There are 20 employees in the Southern California Warehouse location
- G. Annual turnover rate of staff.  
PeopleSpace annual turnover rate of staff is less than 13%
- H. Names of any subcontractor's you propose to use for our contract.  
Provide only names here; fill in the details on City-provided Subcontractors List.  
PeopleSpace does not plan on using any subcontractors for this project as we have an in-house installation and project management team
- I. Facilities that would be utilized to perform the required work.  
Orange County Headquarters | 17800 Mitchell North, Irvine, California  
Southern California Warehouse | 10850 Valley View Street, Cypress, California
- J. Equipment that would be utilized to perform the required work.  
PeopleSpace Services utilizes standard hand tools and cordless drills for installation, 4-wheel flat dollies and 4-wheel panel carts with non-marring, urethane wheels for delivery and a circular saw should the need to scribe a worksurface arises.
- In addition to the physical equipment used to install your project, we have invested in cutting edge technology-based tools that make our collaborative work with our clients more effective and efficient. Tools such as NetSuite, CET Designer, Bluescape, Smartsheet, DocuSign, PlanGrid and Snap Tracker. Your PeopleSpace project team is equipped with the laptops, iPad and smart phones to stay up to date and ahead of the game. Please refer to the PeopleSpace Resources to review how we use these tools to complete your project.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.
- PeopleSpace integrates best practices, tools and innovations in a proven process that enhances your experience from start to finish.
- DISCOVER**  
During the initial phase, PeopleSpace spends as much time as necessary to ask questions, listen, research, and truly learn about the client, the project(s), and discover where our extensive knowledge and expertise will help the client solve critical business issues.
- SOLVE**  
Based on what we learn in STEP 1, PeopleSpace proposes furniture and architectural solutions that best align with the needs and preferences of the client and design team. Deliverables in this phase can include 3D drawings and/or renderings of typical workstations and private offices, space plans or plan view furniture layouts, fabric and finish palettes, budgetary pricing summaries, and project timelines. This phase involves several meetings and revisions before a finalized package is prepared.
- SOURCE**  
PeopleSpace delivers a finalized package for final review, client approval, and sign-off. Upon receipt of signed drawings, a PO and/or signed proposal, and a deposit check, IOS procures all specified products, and track the production and shipment of them to our warehouse or the jobsite. Tracking updates are provided showing the order date(s), product ship date(s), and delivery date(s), as well as a detailed project installation schedule.
- IMPLEMENT**  
Designated PeopleSpace project managers work in tandem with our Haworth Certified installation crews to ensure your project is installed on time and complete. Your PM attends all necessary construction meetings and works closely with all trades involved to ensure a smooth, seamless installation. We have a high success rate when it comes to on time delivery and installation because we are proactively when it comes to working with your schedule, our manufacturers, installers and your team.
- COMPLETE**  
PeopleSpace's white-glove" service takes our projects to the next level. Our unique, industry-leading Quality Assurance process ensures that furniture and other products are flawlessly delivered. QA specialists lead an extremely thorough punch-walk and provide a detailed list of each item, big or small, that needs attention. Everything on the punch-list is fixed, fine-tuned, or replaced within three weeks of the punch-walk. Our QA specialist takes pride in ensuring that the job is 100% complete and that you are 100% satisfied.
- EVOLVE**  
Our client relationships are built upon a successful initial project and continue by uncovering areas where we provide service and add value. As our clients grow and evolve, PeopleSpace is there as a trusted and valued partner, consistently bringing leading-edge industry knowledge and expertise. Our goal is building long-term relationships with our clients, and continuously solve problems, ultimately making your organizations more successful.
- At every stage, from initial discovery to final installation and beyond, we listen and respond proactively and effectively. Please refer to the PeopleSpace Resources section for detailed information about our Proven Process.

- B. Reasonableness of your fee to do the work.  
By piggybacking on the established County of Orange contract, we can ensure that our rates and product solutions have already been evaluated and awarded at the appropriate level of value. While other products may be less expensive, our solutions will provide quality products guaranteed to last and evolve with their needs at a very competitive price point.
- C. Current resources to meet or better all task and timeline requirements herein.  
We have the resources, relationships, scale, process and expertise essential to successfully fulfill your project. Our resources include four showrooms, 2 warehouses, four internal divisions (Slate, AT Space, Twist Fab and Services), the financial backing, innovative technology, and most importantly the right people to complete any project regardless of size and scope.
- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.  
Your project will be handled by the Orange County showroom and Installation will be completed through our Southern California Warehouse. Should we need additional resources, we have 3 other showrooms and another warehouse to pull from to ensure all task and timeline requirements are fulfilled.
- E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?  
  
As mentioned above, we can pull from other locations to help fulfill your project. And the best part is there would be no down time or training required to bring in additional staff.
- F. How quickly can you begin providing services if awarded the contract?  
PeopleSpace can begin work immediately once awarded the City of Brea RFP #2019042602 contract.

IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed.  
Our clients are as happy with us as they are with their new spaces. From big to small, corporate to healthcare, higher education to government and everything in between, we have you covered. Please refer to the PeopleSpace References for specific examples of these happy clients.
- B. Specific method and techniques to be employed on the project or problem.  
In addition to our Proven Process, we have invested in cutting edge technology-based tools that make our collaborative work with our clients more effective and efficient. Tools such as NetSuite, CET Designer, Bluescape, Smartsheet, DocuSign, PlanGrid and Snap Tracker. Please refer to the PeopleSpace Resources to review how we use these tools to complete your project.  
  
The bottom line is that we save you valuable time and money with the innovative technology we bring to the table. And utilizing these tools at every step allows us to focus on your project and provide you with the best customer service.

V. Work Plan:

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How you will schedule professional and staff to ensure milestones and deadlines are met?  
We tailor our team to support your timeline, scope and complexity. We manage our staff through NetSuite, the cloud based unified business management suite that we use for every aspect of our business. NetSuite allows us to view every project and the resources we have out on every project at any given time.  
  
And we can offer you a client specific NetSuite® portal that will enable you to access all furniture orders in real time. It gives you full transparency to valuable data, including open proposals, sales orders, ship and delivery dates, installation schedules, project close-out dates, and invoicing. We can even create custom reports for your projects' specific needs.
- B. Provide required response time to the urgent service requests.  
PeopleSpace pledges to provide the very highest levels of service, professionalism, and integrity on every project. We are committed to providing 24-hour response time to negotiate a resolution on any urgent service requests.
- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

We have the resources and scale to successfully fulfill your project regardless of any unforeseen situations that may prohibit work. Because we have 4 showrooms and 2 warehouse facilities we are able to shift resources as needed. Here is a break down of our PeopleSpace Team in Irvine vs. all other showrooms

TITLE	IRVINE	ALL OTHER	TOTAL
ACCOUNT MANAGERS	12	16	28
BDM	2	12	14
DESIGNER	11	12	23
PM	2	3	5
INSTALL	9	9	18

- D. Provide any other relevant information that you believe would benefit City for the requested services.  
Please refer to our complete PeopleSpace bid response to view all of our Resources, Proven Process and Project Team to ensure a successful project completion.

We have

Submitted by:

SIGNATURE:

PRINT NAME:

TITLE:

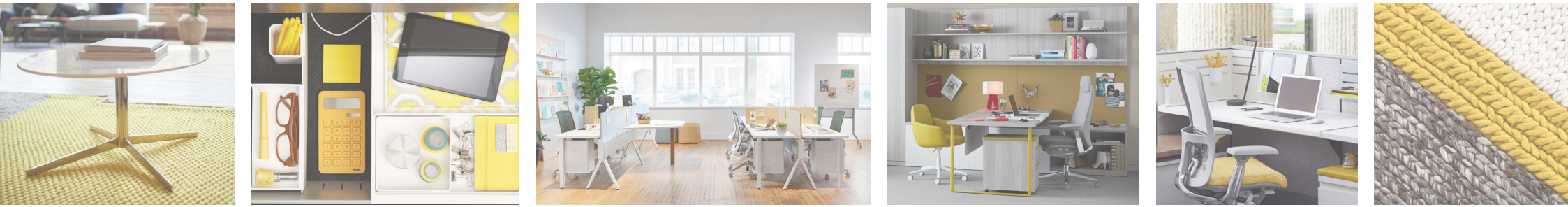
DATE:

Jesse Bagley

Founder + Chief Executive Officer

05.15.19





## CITY OF BREA | PeopleSpace Response

Your project's objectives are understood. We can design an adaptable space that is both functional and attractive. Creating an integrated environment that is innovative, flexible and agile to keep up with the City of Brea as it progresses and grows. All while allowing the City of Brea departments and the Brea community to be their best; increasing their well-being, engagement and effectiveness. And as City of Brea evolves, we will continue to be here for you as your trusted and valued partner.

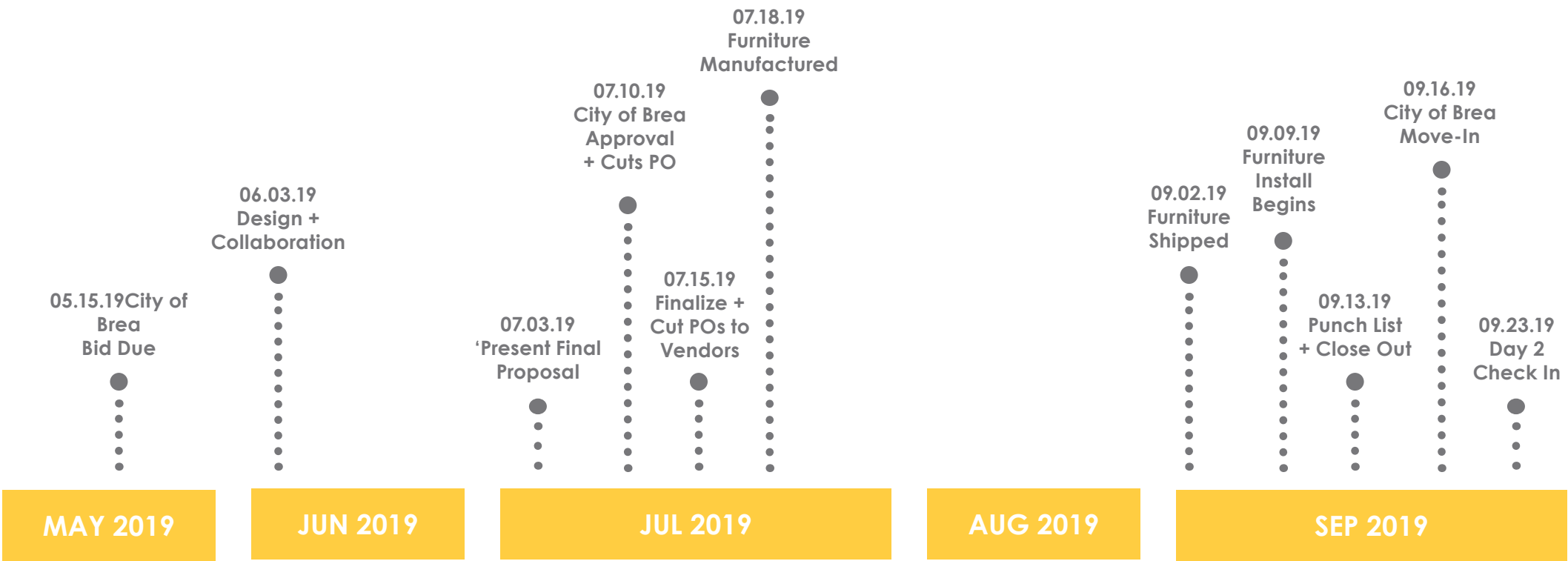




On schedule and on budget is as important as how amazing the end result will look. No one is happy when a project goes off track, especially us. We strive to provide project transparency. We update you every step of the way. We adjust resources and teams according to any schedule changes that may arise.

The below schedule is based on The City of Brea  
3rd Floor Redesign & Furniture Replacement Award Date of June 2019

This schedule is to be perceived as an outline until the order is placed. We will commit to a working schedule once your project key dates have been established and design has been narrowed down/determined.



Lead times are completely dependent upon the manufacturer, finish and specification. Haworth lead times are currently 4-6 weeks to manufacture and 1-2 weeks to ship. Ancillary lead times can vary from 1-2 weeks and up to 14-16 weeks depending on the manufacturer.

PeopleSpace pledges to provide the very highest levels of service, professionalism, and integrity on every project. Our proven process ensures our ability to be proactive and communicate throughout the project as challenges arise. We take pride in ensuring that your project is 100% complete and that you are 100% satisfied.

Our unique, industry-leading Quality Assurance division ensures that furniture and other products are flawlessly delivered and installed.

Quality Assurance (QA)

We have an entire division dedicated to ensuring your project runs smoothly. Part of the QA's function is to run the complete punch list process, and handle any warranty issues should they arise.

PeopleSpace T&C's

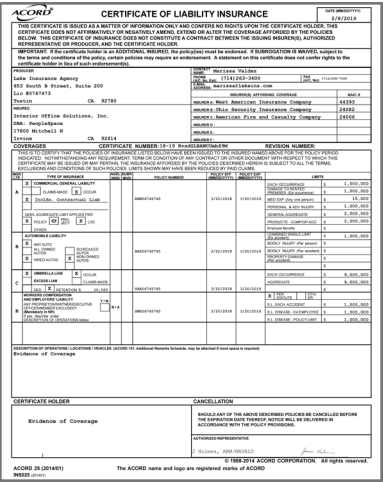
Please review our Terms & Conditions, includes our warranty.



Please click on the image above to view PeopleSpace's Terms & Conditions

PeopleSpace COI

Please review our General Certificate of Liability Insurance. We can accommodate any additional requirements based on your specific project needs.



Please click on the image above to view the PeopleSpace General COI

Haworth Warranty

Haworth backs their products with a comprehensive warranty plan. This includes making a good faith effort to maintain product compatibility within their various product lines, allowing integration of different product generations.



Please click on the image above to view Haworth's Warranty







## CITY OF BREA | PeopleSpace Team

**Your project will have a complete team** composed of a unique blend of leadership, strategic account managers, workplace consultants, designers, project managers and coordinators that are hand-picked for your projects' particular needs. Each member of your team has the skill set and experience to execute their part of the process. Your team will be led by **Brian Sigler**. Together, they will find the best solution to make your project a success.





Brian Sigler has over 23 years of experience in the office furnishing industry. He is your primary contact from start to the completion of your project, and can cover your scope of services from top to bottom.

**Brian's roles in your project include:**

- Single point of contact to provide continuous communication with your project team throughout your project
- Discover your project needs, including project scope, timeline, budget and aesthetics
- Collaborate with the project designer to create design solutions and select finishes based on your project goals
- Present all furniture solutions, finishes and proposal to you and your team for final approval prior to placing order
- Coordination of the procurement and installation of all furniture including order entry, shipment timelines, product inspection, and punch list logistics
- Ongoing collaboration with the project manager, designer and installation team to ensure a successful project
- Review any service or training requirements after installation is complete and the punch list is empty

**HOURS INVOLVED ON YOUR PROJECT:**

200 hours



**EXPERIENCE**

City of La Habra  
Roy Ramsland | Planning Manager  
562.383.4100 | ramsland@lahabraca.gov



San Diego State University | SUNDT  
Jamie Frye | VP, Preconstruction Mgr  
619.321.4805 | jfrye@sundt.com



**BRIAN SIGLER**  
Business Development Manager



**PRISCILLA STRICKLAND**  
Project Designer

Priscilla Strickland will bring your new furniture and space to life. She has over 12 years of experience and a great knowledge of products, materials, codes and design trends to bring to the table. She provides support to your project lead, project manager and installers throughout the life of your project.

**Priscilla's roles in your project include:**

- Collaborate with client to discover client needs analysis
- Create typicals for workstations, private offices, conference rooms, and pertinent areas
- Provide value engineering and upgrade solutions
- Assist with establishing a project budget
- Participate in product evaluations and selections
- Develop space plans utilizing typicals and product solutions
- Assist in the selection of fabric and finishes to coordinate with building finishes
- Create renderings, boards and presentation materials needed to secure final approval for order entry
- Provide team with documentation and floor plans required for construction and installation drawings

**HOURS INVOLVED ON YOUR PROJECT:**

120 hours



**EXPERIENCE**

City of La Habra  
Roy Ramsland | Planning Manager  
562.383.4100 | ramsland@lahabraca.gov



San Diego State University | SUNDT  
Jamie Frye | VP, Preconstruction Mgr  
619.321.4805 | jfrye@sundt.com



Felicia Leinonen has 20+years of project management experience. She will engage with you and diligently monitor project timelines. She will ensure the successful installation of your project.

FELICIA’S ROLE IN YOUR PROJECT INCLUDE:

- Verify all final critical dimensions prior to ordering the product
- Attend any client and/or construction meetings with your team
- Oversee all logistics pertaining to trucking, receiving, site access, and staging product
- Inspect all deliveries and assist with any freight damage claims.
- Coordinate with the installation company to tailor the installation crew to support the timeline, scope, and complexity of your project
- Provide any supplementary support to crews during the installation
- Attend site visits to inspect premises to determine loss/ damage, punch list items and quality assurance
- Quality control and resolution of punch list items upon completion of the project

HOURS INVOLVED ON YOUR PROJECT:

75 hours



EXPERIENCE

County of San Bernardino | HSS  
Allen Simmons | Director of Human Services  
simmons@hss.sbcounty.gov | 909.388.0367



Los Angeles Firemen’s Relief Association  
Kevin Thome | Facilities/Ops Supervisor  
kthome@lafra.org | 323.259.5214



FELICIA LEINONEN  
Project Manager



AARON THOMPSON  
Director of Services

Aaron Thompson has over 25 years experience under his tool belt. With a background in scheduling, warehousing, project management and installation, he has all the tools he needs to problem solve in the field and communicate effectively for a successful installation.

AARON’S ROLES IN YOUR PROJECT INCLUDE:

- Supervise all aspects of the installation process including receiving, staging and directing on site crew to maximize efficiency of staff
- Manage workload to ensure your project is on schedule
- Relay all pertinent field information to your Project Lead and Project Manager
- Adhere to the end of day and end of project site cleaning
- Work with Quality Assurance to complete all punch list items
- Coordinate any removal of materials that will be recycled to the greatest extent possible
- Oversee overall jobsite performance

HOURS INVOLVED ON YOUR PROJECT:

80 hours



EXPERIENCE

Los Angeles Lakers  
Lisa Estrada | VP Facilities & Building Ops  
310.426.6005 | lestrada@la-lakers.com



Northwestern Mutual  
Chau Le | Chief Operating Officer  
213.243.7042 | chau.le@nm.com



**You can feel confident** knowing that your team has the support staff it needs to fulfill your project. From our Founders down to every one of our Coordinators, they are working hard behind the scenes to make your project look effortlessly perfect.







CLIENT | City of La Habra



CLIENT | SDSU South Campus Plaza

**Our clients are as happy with us as they are with their new spaces.** From big to small, corporate to healthcare, higher education to government and everything in between, we have you covered. But don't just take our word for it, call us out. Better yet, call some of our clients and ask them.



**City of La Habra**

110 E La Habra Boulevard  
La Habra, CA 90633

**Contact**

Roy Ramsland  
Planning Manager  
562.383.4100  
rramsland@lahabraca.gov

**Project Size**

\$700,000

**Project Completion**

2017

**Project Scope**

New Civic Center including City Hall and Community Center. Project design and installation for 3 floors of private offices, workstations, conference rooms and stadium seating



**Zagg + Mophie**

15495 Sand Canyon Ave  
4th Floor  
Irvine, CA 92618

**Contact**

Tarah Draper  
HR Facilities  
949.502.0833  
tarah.draper@mophie.com

**Project Size**

\$700,000

**Project Completion**

2018

**Project Scope**

Mophie Corporate Headquarters. Project design and installation of 100 workstations, private offices, lounge and lobbies



**San Diego State University**

5500 Campanile Road  
San Diego, CA 92182

**Contact**

Jamie Frye  
VP, Preconstruction Mgr  
619.321.4805  
jfrye@sundt.com

**Project Size**

\$2,700,000

**Project Completion**

2017

**Project Scope**

South Campus Plaza includes 659 freshman dorms, 25 living quarters, 15 conference rooms, 1 training room, private offices, 2 common floors, lobbies and entertainment



**Meggitt**

14600 Myford Road  
Irvine, CA 92606

**Contact**

Michael Gooch  
VP Facilities  
949.493.8181  
michael.gooch@meggitt.com

**Project Size**

\$900,000

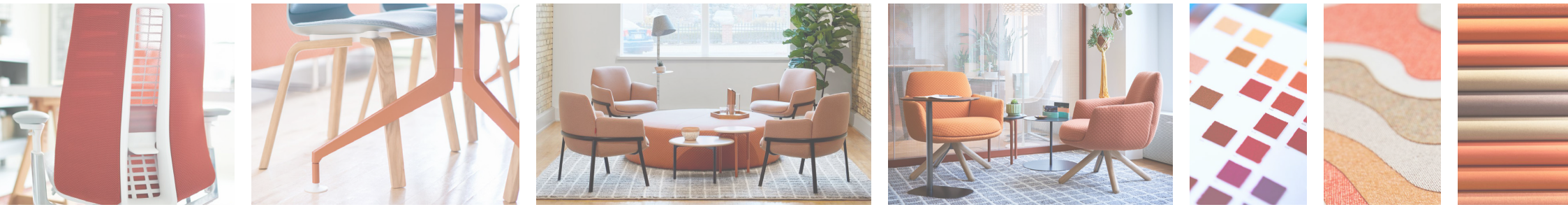
**Project Completion**

2014

**Project Scope**

Sensors Division. Project design and installation of 200 workstations, private offices, conference rooms and common areas





## CITY OF BREA | PeopleSpace Resources

At PeopleSpace our purpose is to provide a place for people to **THRIVE**. A place for our own team to thrive, and to build spaces for our valued business partners' people to thrive. We cultivate places and spaces where team members are engaged, inspired, motivated and healthy. Our focused purpose has led us to partner with Haworth, an iconic family manufacturer based on family values.





**Orange County, California**  
HQ + LEED Showroom | Cypress Warehouse



**Los Angeles, California**  
WELL Showroom



**Portland, Oregon**  
WELL Showroom



**Seattle, Washington**  
Showroom | Kent Warehouse

PeopleSpace is a privately owned corporation formed in 2000 by Jesse Bagley and Brian Airth under the name Interior Office Solutions, Inc. (IOS). Even as a small, bootstrapped operation, they knew they wanted to build something different...a place for people to thrive.

Today you can find us from Sunny Southern California to the Emerald City with four showrooms and two warehouses, PeopleSpace has the largest presence of any contract furniture dealership on the west coast.

**Orange County Headquarters**  
17800 Mitchell North, Irvine

**Los Angeles Showroom**  
444 South Flower Street, #200, DTLA

**Southern California Warehouse**  
10850 Valley View Street, Cypress

**Seattle Showroom**  
705 5th Avenue South #825, Seattle

**Washington Warehouse**  
7817 South 210 Street #B106, Kent

**Portland Showroom**  
811 SW 6th Avenue #400, Portland

### Workspaces Where People Thrive

We create workspaces where people and companies can thrive and be their best. Our successful projects for global innovators on the West Coast are powered by the latest workspace trends

and research. The Result - employee engagement, well-being, retention, acquisition, productivity and cultural transformation.

### Well-Being

We know a holistic, person-centered approach supports performance, happiness, retention, recruiting and productivity. PeopleSpace has access to Haworth's industry leading research into the impact of space on human well-being, which includes cognitive support and psychological comfort.

### Cultural Transformation

Culture influences and space can be used to leverage or change culture. PeopleSpace applies years of experience coupled with Haworth's research-based methodologies and products to help you profile your cultural ecosystem and plan your space accordingly

### One Stop Shop

We have the resources, relationships, scale, process and expertise essential to successfully fulfill your project. Our resources include four internal divisions (Slate, AT Space, Twist Fab and Services), the financial backing, innovative technology, and most importantly the right people to complete any project regardless of size and scope.









## Innovation to Inspire + Implement

We have invested in cutting edge technology-based tools that make our collaborative work with our clients more effective and efficient.

### NetSuite®

NetSuite® is the #1 cloud based unified business management suite and we're on it. NetSuite® enables us to streamline our business process and accelerate business performance.

We can offer you a client specific NetSuite® portal that will enable you to access all furniture orders in real time. It gives you full transparency to valuable data, including open proposals, sales orders, ship and delivery dates, installation schedules, project close-out dates, and invoicing. We can even create custom reports for your projects specific needs.

### CET Designer

CET Designer is an all-in-one software solution for space planning and configuration of products so that we can bring your space to life. We can provide you with Photorealistic renderings, 3D PDF's, fly-through videos, and for longer lead times, Augmented Reality/Virtual Reality. We can even make changes on the fly and try ideas together with Live Design. CET Designer automatically



tracks and specifies everything in the background so when your design is done, so is your specification and product list. And with rules-based objects there's no mistakes when it comes time to order.

### Bluescape®

Bluescape® is a powerful, secure visual collaboration software tool. The Bluescape® virtual workspace lets us seamlessly share content allowing us to meet, design, and develop ideas in real time, securely sharing regardless of where you are located.

### Smartsheet

Smartsheet is a powerful platform where we can plan, capture, manage, automate, and report on projects. And it ties into Tying into NetSuite® so our work process is automated (no double entering). Smartsheet empowers our teams to collaborate with speed and accountability so we can make better decisions, faster.

### DocuSign®

DocuSign® modernizes our system of agreement with electronic signatures. By using DocuSign® for contracts, purchase orders, and design approvals, we have securely automated the entire agreement processes. And you can sign from anywhere so it's convenient.

### PlanGrid

PlanGrid enhances our Project Management productivity so that our project teams can work more efficiently than ever before. Everyone can stay-up-to date having real time access to site measurements, construction drawings, furniture installation drawings, furniture cutsheets, all construction variables and all Punch Walk documentation whether in the office or in the field.

### SnapTracker™

SnapTracker™ is an end-to-end furniture lifecycle management system that also ties directly into our NetSuite® System. SnapTracker™ acts as our online "services desk" by facilitating and tracking every step of any service order giving us real time data and customizable reports on all furniture assets being stored in our warehouses, providing powerful insight into your furniture investments.

The bottom line is that we save you valuable time and money with the innovative technology we bring to the table. And utilizing these tools at every step allows us to focus on your project and provide you with the best customer service.



It's a best-in-class experience from start to finish. PeopleSpace integrates best practices, tools and innovations from IOS and Haworth in a proven process that enhances your experience from start to finish. Our model addresses industry issues such as the increased complexity around space planning and procurement. At every stage, from initial discovery to final installation and beyond, we listen and respond proactively and effectively.

## Proven Process

Together we can create one vision: Inspiring spaces where people thrive.

We've done it this way a long time - we'll lead you through our process and drive success for your organization.



### DISCOVER

- Business Drivers
- Culture and Workstyle Goals through our Proprietary Workplace Strategy Tools
- Design Intent and Preferences
- Budget and Timeline

### SOLVE

- Utilize Visualization Tools:
  - Customer Experience Center (AR/VR)
  - Live Design (Bluescape + Canvas)
  - Build Your Own Space (AI database)
  - Customer Portal (ER/CRM)
- Determine:
  - Layout/Floorplans
  - Power/Data
- Curate:
  - Furnishings/Finishes

### SOURCE

- Develop Project Tracker
- Finalize/Approve:
  - Drawings/Specs
  - Purchase Orders
  - Delivery/Install Schedule

### IMPLEMENT

- Site Verification
- Construction Meetings
- Product Receipt/Inspection
- Onsite Project Management
- Installation

### COMPLETE

- Quality Assurance Specialist
- Pre-punch Inspection
- Punch Tracker
- Final Punch Walk
- Punch Items Complete within Four Weeks

### EVOLVE

- Day 2 Use/Care Program
- Workspace Check-in
- Care/Maintenance Packages
- Ongoing Maintenance
- Customer Check-in
- Continual learning and knowledge Sharing

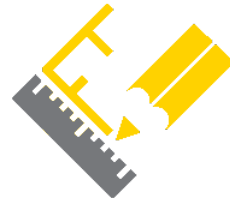
**Our seasoned team works closely together to ensure a successful project execution.** We pay attention to every last detail, providing an end-to-end service starting with concept and ending with a true white-glove service.



## DISCOVER

During the initial phase, we spend as much time as necessary to ask questions, listen, research, and truly learn about you, your project(s), and discover where our extensive knowledge and expertise will help you solve critical business issues. Topics such as organizational culture, brand, employee engagement, attraction, retention, health, safety, evolving work styles, and ROI are just some of the areas where we add value. It's all about collaboration.

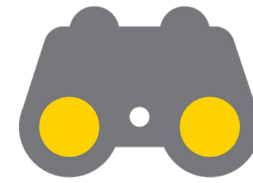
- Once the Client awards the project, the collaboration process begins with an initial meeting between the Client, their Project Team, the Business Development Manager (BDM)/Strategic Sales Team Manager (SAT) to discover the clients specific needs including:
  - Project Scope
  - Timeline
  - Budget
  - Specific Business Needs
  - Design Intent + Preferences
  - Aesthetics
  - Culture + Workstyles



## SOLVE

Based on what we learn in the Discover phase, we propose furniture and architectural solutions that best align with the needs and preferences of you and your design team. Deliverables in this phase can include 3D drawings and/or renderings of typical workstations and private offices, space plans or planview furniture layouts, fabric and finish palettes, budgetary pricing summaries, and project timelines. This phase involves several meetings and revisions before a finalized package is prepared.

- Project Designer (PD) creates preliminary drawings and specifications for budgetary pricing based on the Discover Phase
- BDM/SAT works with the PD to create Preliminary Budget Pricing, including labor quote
- PD creates Ancillary Specifications
- Subsequent meetings between the Client, their Project Team, the BDM/SAT and the PD to review preliminary drawings, specifications, budgets and finishes
- PD performs any post meeting drawings and/or specifications revisions
- PD creates Final Proposal Package including the overall floor plan layout, 3D typicals with finish call-outs and finish schedule for final client approval
- Once the Client approves the Final Proposal Package, PD finalizes the drawings and creates final specifications
- PD submits Final Package for Plan Check and revises any items needed



## SOURCE

We deliver a finalized package for final review, client approval, and sign-off. Upon receipt of signed drawings, a PO and/or signed proposal, and deposit check, PeopleSpace procures all specified products, and tracks the production and shipment of them to the warehouse or the jobsite. Tracking updates are provided showing the order date(s), product ship date(s), and delivery date(s), as well as a detailed project installation schedule.

- PD provides the Final Package with the signed plan-view and typical drawings with finish call-outs, approved Proposal/PO issued by Client, signed PeopleSpace T&C's and 50% deposit (if applicable) to the Project Coordinator (PC)
- PC books order by cutting purchase orders and requests product arrival dates
- Once the PC receives Order Acknowledgments from all vendors with Estimated Ship Dates, PC verifies order accuracy and informs the BDM/SAT and the Project Manager (PM) of arrival dates
- BDM/SAT and PM communicate the project schedule with the Client, On Site Contact and Installation Team
- Schedules are updated and available to the Client at any time
- If product ships directly to the client, client has 72 hours to notify PeopleSpace of any damage or missing items for assistance with the claims process







## IMPLEMENT

Designated PeopleSpace Project Managers work in tandem with our Haworth Certified installation crews to ensure your project is installed on time and complete. Your PM attends all necessary construction meetings and works closely with all trades involved to ensure a smooth, seamless installation. We have a high success rate when it comes to on-time delivery and installation because we are proactive when it comes to working with your schedule, our manufacturers, installers and your team.

- Project Manager (PM) verifies site dimensions, and power /data drops
- Project Designer (PD) creates preliminary installation drawings for the PM, Installation Team and Quality Assurance (QA) Team
- PD reviews preliminary installation drawings with the PM and Installation Team
- PD finalizes Installation Plan and provides to the PC two weeks prior to install
- PC provides an Installation Package that includes the PO, labor quote, installation drawings, and product delivery tickets to the PM and Install Team
- PM schedules a pre-installation site visit with the Client, On Site Contact and Install team if appropriate
- PM/Install Team completes any background checks and building requirements
- PM and PC schedule all vendor deliveries with the Warehouse Coordinator (WC)
- WC receives products against the vendors PO receipt, verifies and inspects for any damage

- PM and QA team submit remedies for any missing or damaged items
- PM and BDM/SAT notifies the Client of any schedule changes/adjustments
- PM and Install Team meet to confirm the installation schedule and review all project details and installation instructions for large or complex projects
- The job site is readied and protected for delivery and installation of products
- The product is delivered to the job site
- Product is off loaded, unpacked and staged
- The job is installed based on provided plans
- All packing material is recycled/disposed of appropriately
- The job site is cleaned daily with a thorough cleaning of all furniture and the job site upon installation completion
- PM schedules a punch walk on the last day of installation with the QA team and Client



## COMPLETE

IOS' "white-glove" service takes our projects to the next level. Our unique, industry-leading Quality Assurance process ensures that furniture and other products are flawlessly delivered. QA specialists lead an extremely thorough punch-walk and provide a detailed list of each item, big or small, that needs attention. Everything on the punch-list is fixed, fine-tuned, or replaced within three weeks of the punch-walk. Our QA specialist takes pride in ensuring that the job is 100% complete and that you are 100% satisfied.

- If there is missing or damaged product, the Quality Assurance (QA) Team engages with the manufacturer to order any replacement items
- QA Team leads a thorough punch walk with the PM, Install Lead and Client on the last day of installation.
- QA creates the punch list tracker report and distributes to the BDM/SAT who sends the punch list and schedule to the Client
- Client Approves punch list prior to any punch list work performed
- QA Team orders any punch list items
- QA Team coordinates the punch orders, delivery and installation with the PM, Installation Team, Client and On Site Contact
- The QA Service/Install team installs corrected items
- Client approves punch list completion
- QA Team coordinates any Warranty Issues as they arise





## EVOLVE

Our client relationships are built on a successful initial project, and strengthens as we uncover areas where we provide service and add value. As our clients grow and evolve, PeopleSpace is a trusted and valued partner, consistently bringing leading-edge industry knowledge and expertise. Our goal is to build long-term relationships with you, and continuously solve problems, ultimately making your organizations more successful.

- Upon punch list completion, BDM/SAT provides Client a binder to include:
  - Drawings with Fabric and Finish Callouts
  - Final Proposal, BOM and/or SIF files
  - Manufacturer(s) Warranty
  - Fabric/Finish Cleaning Instructions
  - BDM/SAT Contact Information
- BDM/SAT reaches out to the Client for:
  - Day 2 Use/Care Program
  - Product Training Schedule
  - Maintenance Packages
  - Periodic Work Performance Check-Ins
  - On-going Knowledge Sharing







THANK YOU | Let's Collaborate

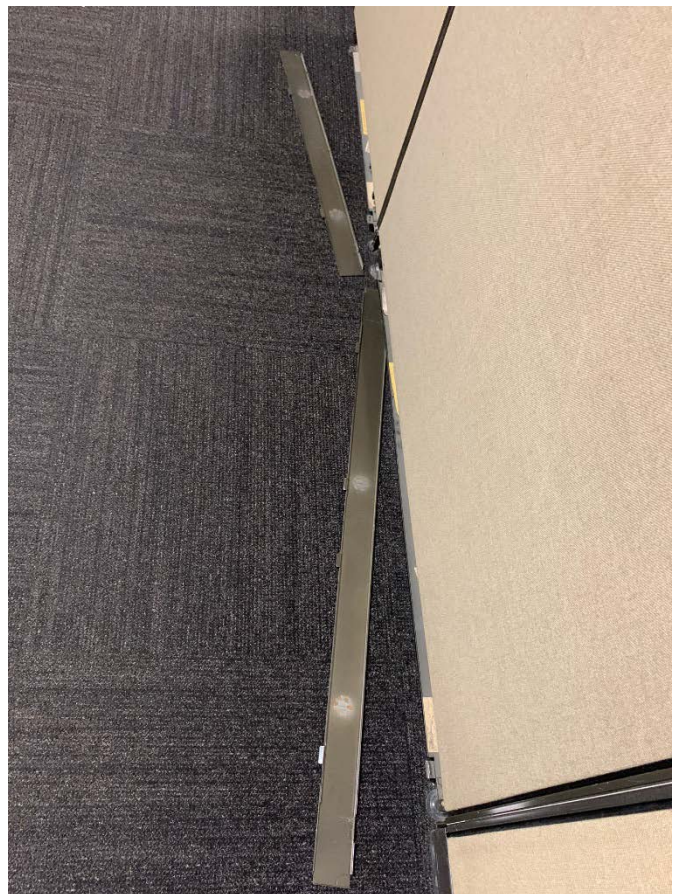
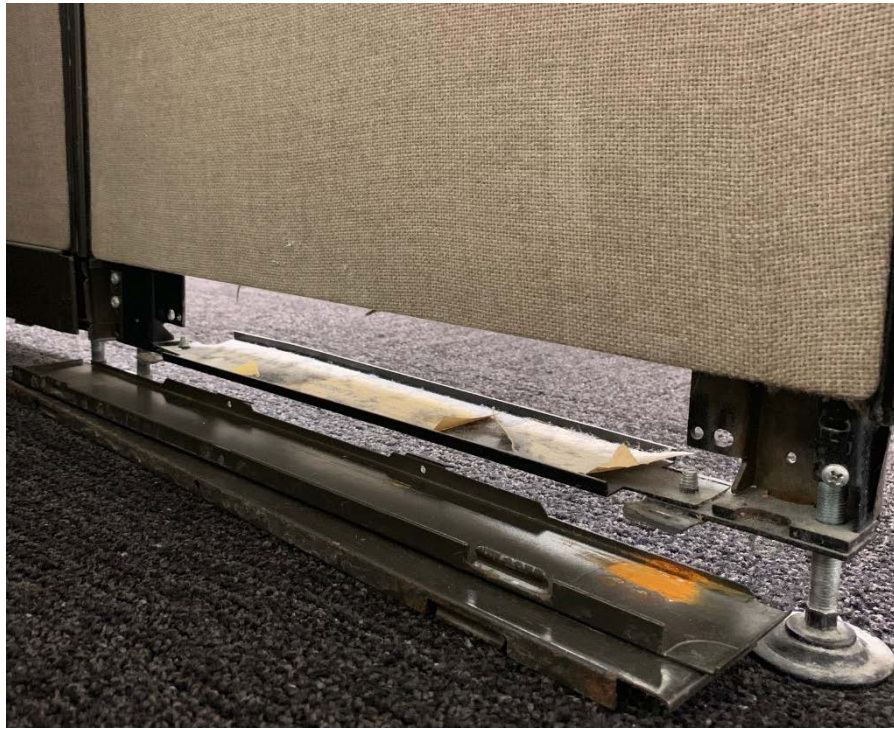
We are excited for the opportunity to create a space where you and your people can thrive.



Brian Sigler  
Business Development Manager  
[bsigler@peoplespace.com](mailto:bsigler@peoplespace.com)  
949.610.3723



**Broken Baseboards**



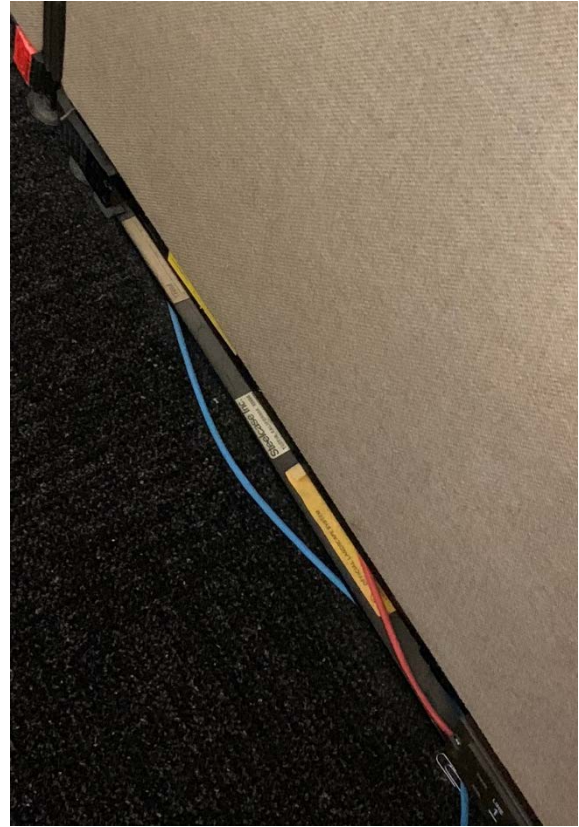
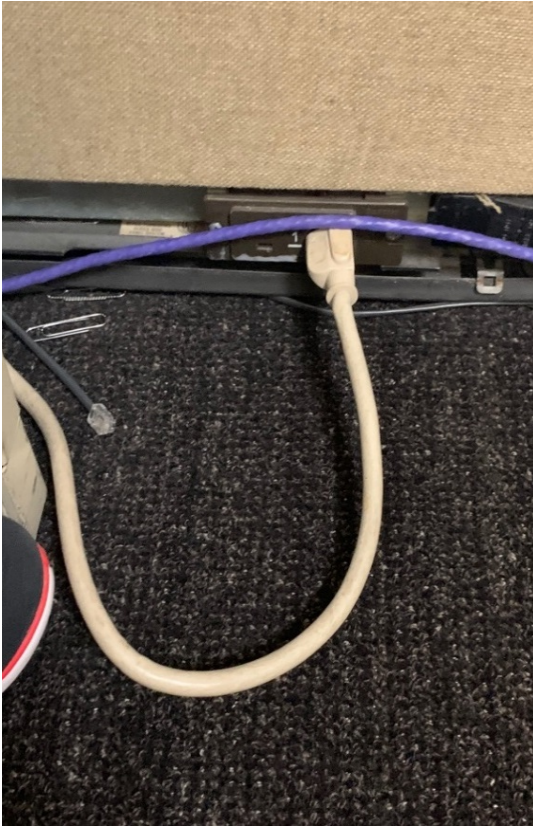


**Broken Baseboards**





**Electrical Wiring Challenges**







**Damaged Cubicle Fabric**



3<sup>rd</sup> Floor Redesign & Furniture Purchase  
**EXHIBIT B – Configuration Challenges**



**Two employees working in one cubicle space (top),  
while another cubicle sits vacant (bottom)**

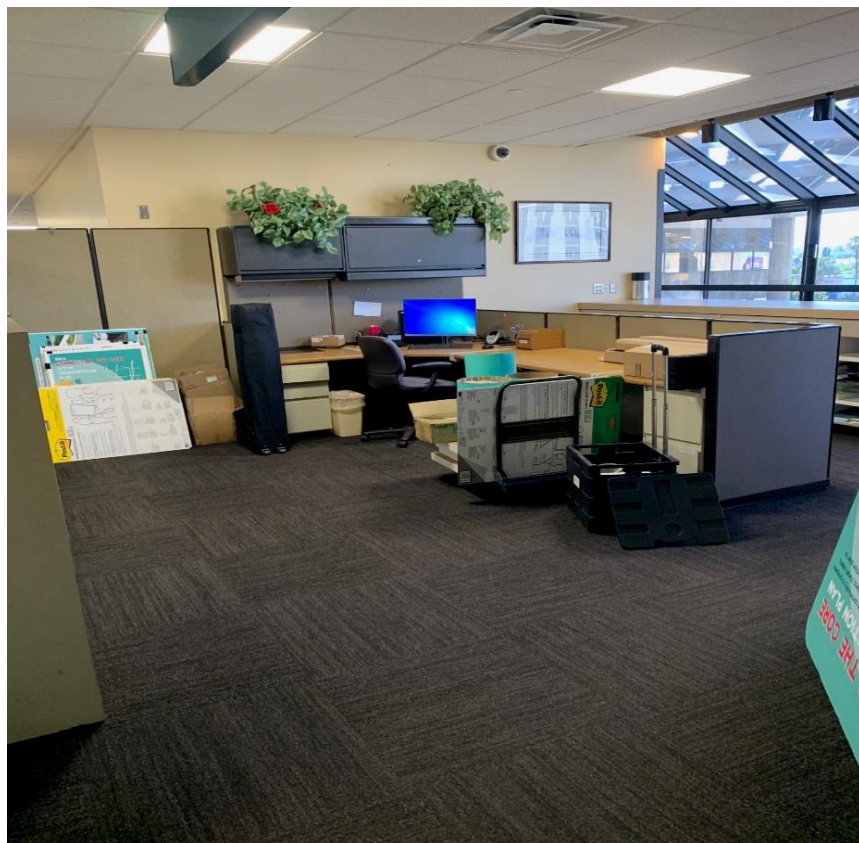




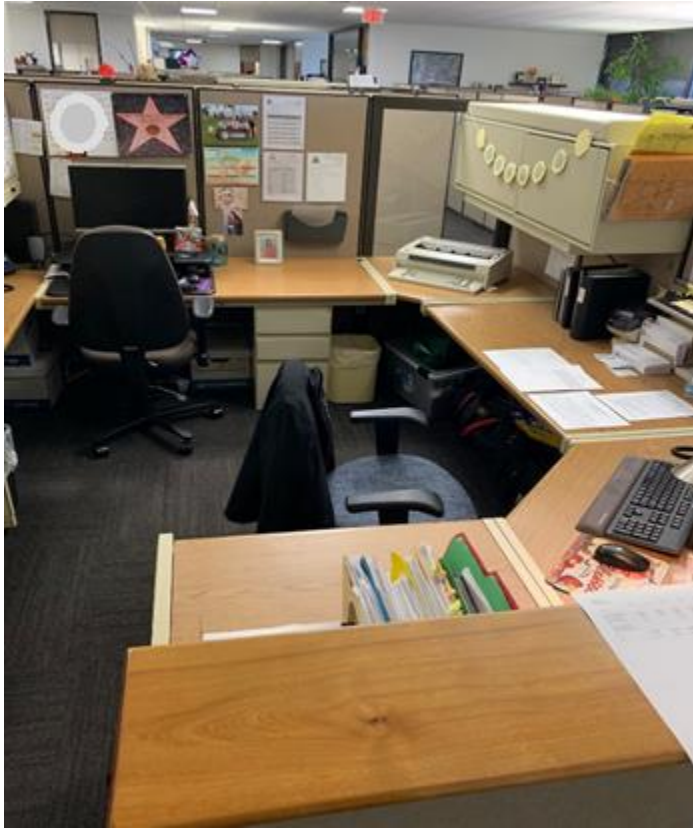
3<sup>rd</sup> Floor Redesign & Furniture Purchase  
**EXHIBIT B** – Configuration Challenges



**Two employees working in  
one cubicle space (top),  
while another cubicle sits vacant,  
along with a lot of open space (bottom)**



3<sup>rd</sup> Floor Redesign & Furniture Purchase  
**EXHIBIT B** – Configuration Challenges



**Two employees working in  
one cubicle space (top),  
while there is extra open  
space around cubicles  
(bottom)**





3<sup>rd</sup> Floor Redesign & Furniture Purchase  
**EXHIBIT B – Configuration Challenges**



Some cubicles have mismatched furniture, as the City no longer has original workstations to furnish vacant areas (left)

There are various sizes of office space for employees working the same Administrative Professional classification series (top and bottom)



3<sup>rd</sup> Floor Redesign & Furniture Purchase  
**EXHIBIT B – Configuration Challenges**



The red line in this image indicates the small amount of space between an employee's desk and cubicle wall (top)

This image portrays how some cubicle hallways are very narrow, making it difficult when two employees walk past each other (bottom)





3<sup>rd</sup> Floor Redesign & Furniture Purchase  
**EXHIBIT B – Configuration Challenges**



**Some cubicle work stations are small (top), while a large open area exists for printers (bottom)**



**Existing cubicles for Mid-Level Managers in need of enclosed office spaces**







**City of Brea**

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**FINANCE COMMITTEE COMMUNICATION**

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**TO:** Finance Committee Members

**FROM:** Bill Gallardo

**DATE:** 07/09/2019

**SUBJECT:** Professional Services Agreements for Annual As-Needed Construction Management and Inspection Services for Various Capital Improvement and Private Development Projects.

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**RECOMMENDATION**

1. Approve Professional Service Agreements between City of Brea and LAE Associates, Inc., Onward Engineering, Willdan Engineering, Interwest Consulting Group, Inc., and Griffin Structures for the Construction Management and Inspections Services in the annual amount not-to-exceed \$300,000 for a period of 1 year plus optional three - 1 year extensions, and
2. Authorize City Manager to approve extensions.

**BACKGROUND/DISCUSSION**

The City of Brea has a seven year Capital Improvement Program (CIP) that includes rehabilitation of arterial highways, residential streets and alley ways, replacement of undersized and deteriorated sewer and water lines, installation of traffic enhancements, and rehabilitation of City-owned facilities. The CIP also includes the largest Public Works project ever undertaken by the City, which is the State Route 57/Lambert Interchange Project. Within the next four years, the average annual CIP budget is approximately \$16 million.

As mentioned at the April 16, 2019 City Council Study Session, Public Works Engineering uses as-needed professional services contracts to efficiently and effectively deliver CIP projects. Within the next four years, staff estimates that approximately \$1,500,000 per year of construction management and inspection services will be needed in order to deliver the projects in the CIP.

Since the existing Professional Service Agreements (PSA's) with a number of engineering firms to provide construction management and inspection services expired on April 1, 2019, staff issued a Request for Proposals (RFP) for these services. The intent of the RFP was to select five firms that can provide these services on various CIP projects over the next four years. The City administers several construction projects simultaneously, thus, it would be prudent to maintain a multiple number of on-call contracts that would be qualified and available to provide these services. On May 16, 2019, proposals were received from the following nine (9) firms:

1. Anderson-Penna Partners, Inc.
2. Willdan Engineering



3. Ghirardelli Associates
4. Griffin Structures
5. Interwest Consulting Group, Inc.
6. KOA Corporation
7. LAE Associates, Inc.
8. Onward Engineering
9. SA Associates

The proposals were reviewed and evaluated based on the firm's relevant experience, qualifications of proposed project team members, scope of services provided, experience in federally funded projects and cost effectiveness.

Based on the above criteria, LAE Associates, Inc., Onward Engineering, Willdan Engineering, Interwest Consulting Group, Inc., and Griffin Structures were selected as the top five firms (not necessarily ranked in order). All five firms have extensive experience with the requested services working for state and local agencies. They have successfully completed their projects on schedule and within budget.

These hourly rates may be increased based on various factors, such as Consumer Price Index for the Los Angeles/Orange County/Sacramento area, but generally not more than five percent per year. Any proposed increases to their overall annual amount will not go in effect without City Council approval.

Staff is recommending that the City Council approve PSAs with LAE Associates, Inc., Onward Engineering, Willdan Engineering, Interwest Consulting Group, Inc., and Griffin Structures in the amount not-to-exceed \$300,000 per firm, per term year to provide construction management and inspection services for various CIP projects in the City. Each agreement shall include a provision that the City has the option to extend the agreement under the same terms and conditions for a maximum of three (3) one (1) year terms.

The inspection costs for private development and third-party construction in City right-of-way are paid through the Development Service (DS or CD) accounts that are established by private entities, such as developers and utility companies. Since these are pass-through costs, the inspection costs for the private projects are not part of the not-to-exceed amounts in these agreements.

### **SUMMARY/FISCAL IMPACT**

For FY 2019-20, all costs related to construction management and inspection services are included in the approved budget for these projects. Similarly, for future projects, costs related to construction management and inspection will be included in the proposed budget for City Council consideration. Staff is estimating that these costs will not exceed \$300,000 per term year for each firm.

Funding for these projects will come from Gas Tax, Measure M, Proposition 42, Community Development Block Grant, Urban Run-off, Water, Sewer, Capital/Mitigation Improvements, Impact Fees, and Federal and State Grants. There will be no impact to the General Fund.

### **RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Raymond Contreras, Associate Engineer

Concurrence: Michael S. Ho, P.E., Deputy Public Works Director/City Engineer, and  
Tony Olmos, P.E., Public Works Director

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**Attachments**

RFP

Addendum No. 1

Proposals

PSA - Willdan

PSA - Onward

PSA - LAE

PSA - Interwest

PSA - Griffin

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## **CITY OF BREA**

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**PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**

### **REQUEST FOR PROPOSALS (RFP)**

**Professional Consulting Services  
for  
Construction Management  
& Inspection Services  
FY 2018-2019**

**Engineering Division  
Public Works Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

#### **Key RFP Dates**

<b>Issued:</b>	<b>April 12, 2019</b>
<b>Written Questions:</b>	<b>April 26, 2019</b>
<b>Proposals Due:</b>	<b>May 10, 2019</b>

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## **CITY OF BREA**

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**PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**

**REQUEST FOR PROPOSALS (RFP)**  
for  
Construction Management & Inspection Services  
for FY 2018-2019

**April 2019**

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PROPOSAL SUBMITTALS: Responses to the Request for Proposal (RFP) are to be submitted to:

**Michael S. Ho, P.E.  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

**no later than 2:00 P. M. on May 10, 2019.** Original plus three (3) copies and PDF (on a CD or flash drive) of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Construction Management & Inspection Services for FY 2018-2019." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

**Michael S. Ho, P.E.  
Deputy Director/City Engineer  
Phone: 714-990-7657  
Email: michaelh@cityofbrea.net**

**SECTION I**  
**INSTRUCTIONS TO OFFERORS**



## **SECTION I - INSTRUCTIONS TO OFFERORS**

### **A. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

### **B. ADDENDA**

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals.

### **C. CITY CONTACT**

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**Michael S. Ho, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department – Engineering Division**  
**City of Brea**  
**1 Civic Center Circle, Brea, CA 92821-5732**  
**Phone: 714-990-7657, Fax: 714-990-2258**  
**Email: michaelh@cityofbrea.net**

### **D. CLARIFICATIONS**

#### **1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter which will be posted on the City's website.

#### **2. Submitting Requests**

- a. All questions must be put in writing and must be received by the City no later than 4:00 p.m., April 26, 2019.

CITY OF BREA

Construction Management & Inspection Services RFP, April 2019

- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Construction Management & Inspection Services for FY 2018-2019 RFP". City is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail or Personal Courier:  
Michael S. Ho, P.E., Deputy Director of Public Works/City Engineer, Engineering Division – Public Works Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.
  - (2) Facsimile: Fax number is 714-990-2258.
  - (3) E-Mail: Michael S. Ho, P.E., Deputy Director/City Engineer, e-mail address is michaelh@cityofbrea.net.

**3. Consultant Project Manager - Contact Information**

The requested services are for Construction Management & Inspection Services. Some projects may include Federal-aid funds, thus federal provisions including UDBE goal may apply. All "Prime Consultants" shall email their designated Project Manager's name and contact information to the email address: **michaelh@cityofbrea.net**. This information may be made available to the DBE/UDBE organizations and companies.

**4. City Responses**

Responses from the City will be provided no later than close of business on May 2, 2019.

To receive e-mail notification of City responses when they are posted on City's website, firms must email their contact email addresses to michaelh@cityofbrea.net with the subject title "Email notifications for Construction Management & Inspection Services RFP".

**E. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be submitted at or before 2:00 p.m. on May 10, 2019.**

Proposals received after the above specified date and time will not be accepted by the City and will be returned to the Offeror unopened.



**2. Address**

Proposals delivered in person, using the U.S. Postal Service or other means shall be submitted to the following:

**Mr. Michael S. Ho, P.E.,  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

**3. Identification of Proposals**

Offeror shall submit original plus three (3) copies and PDF (on CD or a flash drive) of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

**"Construction Management & Inspection Services for FY 2018-2019 RFP"**

**4. Acceptance of Proposals**

- a. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

**F. PRE-CONTRACTUAL EXPENSES**

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

CITY OF BREA

Construction Management & Inspection Services RFP, April 2019

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

**G. JOINT OFFERS**

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**H. PROTEST PROCEDURES**

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

**Michael S. Ho, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department - Engineering Division**  
**City of Brea**  
**1 Civic & Cultural Center**  
**Brea, CA 92821-5732**

**I. FEE PROPOSAL**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.



**J. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815 and Federal Wage Rates. Consultant and its sub-contractors shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

**K. INSURANCE REQUIREMENTS**

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000.00 for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Service Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

**SECTION II**  
**PROPOSAL CONTENT**



## **SECTION II - PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

#### **1. Presentation**

Proposals shall be typed, with 12 pt font, double spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, including appendices.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Michael S. Ho, P.E., Deputy Director of Public Works/City Engineer, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

### 3. Technical Proposal

#### a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with local agencies and cities directly involved in this project; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the City or elsewhere.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

This section of the proposal should establish the method that will be used by the Offeror to manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (1) Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Construction Manager, Inspector and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

**c. Detailed Work Plan**

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of City's needs and requirements.

The Offeror shall:

- (1) Describe the proposed approach and work plan for completing the services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Offeror's ability to accomplish the City's objectives.
- (2) Describe approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.



**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

**4. Fee Proposal**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

**5. Appendices**

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute an invitation to submit large amounts of extraneous materials, appendices should be relevant and brief.

**B. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a subcontractor during the past 5 years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit only one copy of the completed form(s) as part of the proposal and it should be included in only the original proposal.

### **SECTION III**

#### **EVALUATION AND AWARD**

### **SECTION III - EVALUATION AND AWARD**

#### **A. EVALUATION CRITERIA**

City will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm** - technical experience in performing work of a similar nature; experience working with public agencies; experience working on federally funded projects; strength and stability of the firm; and assessment by client references.
- 2. Proposed Team and Organization** - qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.
- 3. Detailed Work Plan** - thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.
- 4. Fee Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

#### **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the firm whose proposal is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

#### **C. AWARD**

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously. However, since the selection and award may be made without discussion with any Offeror, the proposal submitted should contain Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Council action will be requested by the City staff to award contract to the selected Offeror.



**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within three (3) days of notification of the award of contract.

**SECTION IV**

**PROFESSIONAL SERVICES AGREEMENT**

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_ 2019 between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and \_\_\_\_\_, (hereinafter referred to as "CONSULTANT").

### **A. Recitals**

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to construction management and inspection services for various capital improvement and private development projects on an "as-needed" basis ("Tasks" hereafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of which proposal is attached hereto as Exhibit "B" and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, City's Planning Commission, City Council and staff to complete said Tasks.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

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

### **B. Agreement**

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:



CITY OF BREA

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(a) Tasks: Provide professional services as described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks. The CONSULTANT will provide services on an “as-needed (on-call)” basis for projects to be determined during the term of the contract. The contract will be for a one-year term with provisions for three-one year extensions with the total term not exceeding four (4) years.

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, development plans, maps, plan documents, technical reports, meetings and oral presentations regarding the completion of Tasks as set forth in Exhibits “A” hereto. Should a task(s) not be completed prior to the conclusion of this contract, said task(s) shall be authorized to be completed under this agreement.

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete the assigned Tasks in accordance with Exhibits “A” hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall supply copies of all maps, reports, plans and documents (hereinafter collectively referred to as “documents”) including all supplemental technical documents, as described in Exhibits “A” to CITY within the time specified in Exhibit “A”. Copies of the documents shall be in such numbers as are required in Exhibit “A”. CITY may thereafter review and forward to CONSULTANT comments regarding said

CITY OF BREA

**Construction Management & Inspection Services RFP, April 2019**

documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except as may otherwise be set forth in Exhibit "B" and upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit "B" Services required hereunder. Said sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit "B". Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an

CITY OF BREA

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aggregate amount in excess of two hundred fifty thousand dollars and zero cents (\$250,000.00) per year of the contract. Should the contract be extended past the initial year, any unspent amount in the previous year may be carried over contingent upon the years are consecutive and shall not exceed two (2) years. The costs associated with the Tasks performed for private development projects are not part of the not-to-exceed amount.

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

(d) Additional services: Payments for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.



CITY OF BREA

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(c) Such information as is generally available from CITY files applicable to the Tasks.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this section 7. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Michael S. Ho, P.E.  
Deputy Director of Public Works/City Engineer  
1 Civic Center Circle  
Brea, CA 92821

CONSULTANT REPRESENTATIVE

CONSULTANT NAME  
Consultant Title  
Consultant Address  
Consultant Address

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

(a) Compensation insurance: Before beginning work, the CONSULTANT shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract. Further, such policy of insurance shall provide

CITY OF BREA

**Construction Management & Inspection Services RFP, April 2019**

that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

“I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.”

(b) For all operations of the CONSULTANT or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the CONSULTANT in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by CONSULTANT in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.



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(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

(5) Other required insurance, endorsements or exclusions as required by the Request for Proposal.

(6) The policies of insurance required in this Section 8(b) shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

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(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

(2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

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(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to CITY.

(d) Prior to commencing performance under this Agreement, the CONSULTANT shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONSULTANT commences performance. If performance of this Agreement shall extend beyond one (1) year, CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs



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including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of \_\_\_\_ N/A dollars (\$000.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages

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resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

15. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT

---

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CITY

---

Mayor

Attest: \_\_\_\_\_

**SECTION V**  
**SCOPE OF SERVICES**



## **SECTION V – SCOPE OF SERVICES**

### **I. PROPOSED SCOPE OF SERVICES**

The City of Brea has several upcoming projects (i.e. Puente Street Water Replacement and Street Rehabilitation, South Brea Waterline Replacement, and Eagle Hills Waterline Replacement). The City of Brea is anticipating over \$15 million in capital improvements for FY 18-19. The Capital Improvement Program (CIP) includes projects in the following categories: street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements. Ongoing annual projects such as slurry seal, sidewalk replacement, sewer mainline relining, and miscellaneous water improvements will continue as funding allows. The purpose of this RFP is to contract with a consultant to provide construction management and inspection services for these projects.

The consultant shall provide services as described in Chapter 16, “Administer Construction Contracts,” of the State of California Department of Transportation’s (Caltrans) Local Assistance Procedure Manual (LAPM).

**More specifically, construction management services shall include, but are not limited to:**

#### **Pre-Construction Phase:**

1. Perform value engineering and constructability review of project plans and specifications.
2. Review engineer’s estimate and approved budget for the project.
3. Prepare and maintain a master project schedule based on anticipated completion of design and construction phases, integrating all reviews and approvals as may be required by City and other regulatory agencies.
4. Package bid documents for advertising.
5. Coordinate with project architect/design consultant in responding to relevant questions during bid phase. Issue addenda as necessary to address these questions or clarifications.
6. Review and evaluate bids received and submit recommendation to award to lowest responsible bidder.

Construction Phase

1. Arrange and conduct Pre-Construction meeting, inviting general contractor and project stakeholders. Prepare minutes of Pre-Construction meeting for distribution to all attendees.
2. Provide and maintain sufficient field personnel to administer and manage construction contract.
3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
4. Schedule and conduct weekly progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
5. Process contractor's submittals for project architect's/design consultant's review and approval.
6. Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.
7. Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City.
8. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
9. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report such variances to City at regular intervals.
10. Assist City in coordinating services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
11. Coordinate with project architect/design consultant contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.

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12. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
13. Track quantities of work completed for progress payment. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.
14. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
15. Perform quality assurance reviews on a regular basis and recommend changes, as necessary.
16. Comply with federal and state grant funding requirements. Assist City in preparing and processing reimbursements.
17. Maintain a complete project filing system. Filing system shall be in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM.

Post-Construction Phase

1. Evaluate completion of work and recommend to City when work is ready for final inspection.
2. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.
3. Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
4. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
5. Review and process contractor's request for final payment and release of retention.
6. Deliver project files to City.



**Construction inspection services shall include, but are not limited to:**

1. Review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.
4. Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspections to ensure projects are constructed according to project specifications.
5. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
6. Maintain daily diaries and daily photos showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
7. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
8. Provide accurate measurements of work completed by contractors in accordance with contract documents.
9. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed.
10. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
11. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.
12. Attend weekly progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report.

CITY OF BREA

Construction Management & Inspection Services RFP, April 2019

13. Conduct field construction employee interviews to comply with Equal Employment Opportunity Law and Davis Bacon Act. Interviews shall be reported to City on a regular basis.
14. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
15. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.
16. Provide inspection of public utilities/water construction projects. Inspect workmanship and materials involved in a variety of construction projects, including pipelines, booster stations, wells, and storage reservoirs. Ensure conformance with plans, specifications, department regulations, applicable laws and building codes.
17. Observe construction safety, public safety and convenience, and report discovered problems to City.
18. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
19. Monitor compliance with City's Construction Demolition and Recycling Ordinance.
20. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
21. Provide complete measurements and calculations to administer progress payments and make recommendations for payments.
22. Ensure that contractors submit certified payroll reports with monthly progress payment requests. Review reports for compliance with federal and state prevailing wage regulations. Ensure that labor and hours reported by contractors match inspector's daily diaries and inspection reports.
23. Prepare and transmit to contractors correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.
24. Coordinate preparation and submittal of as-built plans to City upon project completion.

CITY OF BREA

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25. Prepare preliminary and final punch list and follow through with contractor until completion.
26. Upon project completion, conduct final inspection and close-out encroachment and construction/excavation permits.

Daily progress reports and applicable documents stated herein shall be submitted to the City via the internet using a web-based Virtual Project Manager (VPM) software.



## **SECTION VI**

### **STATUS OF PAST AND PRESENT CONTRACTS FORM**

### **Status of Past and Present Contracts Form**

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b>	
<b>Contact name:</b>	<b>Phone:</b>
<b>Project award date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>1) Status of contract:</b>	
<b>2) Identify claims/litigation or settlements associated with the contract:</b>	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**REQUEST FOR PROPOSALS (RFP)**

**Professional Consulting Services  
for  
Construction Management  
& Inspection Services  
FY 2018-2019**

**ADDENDUM NUMBER 01  
Date of Issuance: May 10, 2019**

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**Notice to All Offerors:**

Please note the following **changes** have been made to the subject Request for Proposals (RFP) Documents:

- 1) Responses to the Request for Proposal (RFP) date and time are changed to *May 16, 2019, at 4 P.M.***

CITY OF BREA PUBLIC WORKS DEPARTMENT

Michael Ho, P.E.  
Deputy Public Works Director/City Engineer

**OFFEROR'S ACKNOWLEDGEMENT**

Name of Firm: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**This is to acknowledge receipt and review of Addendum No. 01, dated May 10, 2019. It is understood that this document with acknowledgement signature shall be incorporated in the offeror's responses to the proposal.**



# City of Brea

Proposal for

## Construction Management & Inspection Services FY 2018-2019

May 10, 2019



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May 10, 2019

Mr. Michael S. Ho, PE  
Deputy Director of Public Works/City Engineer  
**City of Brea**  
1 Civic & Cultural Center  
Brea, CA 92821

**Subject: Proposal for Construction Management & Inspection Services FY 2018-19**

The City of Brea (City) is seeking to contract with a consultant to provide construction management and inspection services for several upcoming projects and other Capital Improvement Program (CIP) projects including but not limited to: street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements. Willdan Engineering (Willdan) has been providing on-call construction management and inspection services to California cities and counties for over 55 years. Highlighted below are just a few of the advantages that Willdan offers.

- **Local Knowledge.** Our proposed team members are highly familiar with the City's policies and procedures, VPM, funding sources, and state and federal guidelines and standards. This knowledge and experience enable us to quickly initiate projects and respond appropriately to City staff input and/or concerns. Willdan is providing construction management services in the nearby cities such as Tustin, Laguna Niguel, Newport Beach, Anaheim, Chino and Pomona.
- **Highly skilled Contract Manager.** Mr. Chris Baca, RCI, CESSWI offers over 33 years of construction management and public works experience. Mr. Baca is the current Project Manager for Willdan's City of Brea On-Call contract and has acted as the Construction Manager for several of the City's recent public works projects.
- **Staffing Resources.** Our corporate-wide bench of staffing resources encompasses licensed and certified technical experts and specialists in construction management, construction observation, geotechnical engineering, and materials testing/inspection. We offer specialist in labor compliance, grant funding administration, public outreach coordination, civil and traffic engineering, and other disciplines for energy, financial, and homeland security. Willdan



has the in-house resources to provide all the services necessary for the City's construction management and inspection services contract and will not require subconsultants. Willdan Engineering's corporate office is located in Anaheim, CA 92806. Services for the City of Brea will be coordinated out of our Anaheim office.

**Corporate Office**

Willdan Engineering  
2401 E. Katella Avenue, Suite 300  
Anaheim, CA 92806  
P: (714) 940-6300 / F: (714) 940-4920

**Chris Baca, RCI, CESSWI**

Willdan Engineering  
13191 Crossroads Parkway North, Ste 405  
Industry, CA 91746  
P: (562) 364-8198 / F: (562) 695-2120

This proposal will remain valid for a period of not less than 90 days from the date of submittal.

Mr. Baca is authorized to bind Willdan to the terms of this proposal attests that all information submitted is true and correct.

We look forward to partnering with the City to implement upcoming infrastructure and development projects. If there are any questions regarding this proposal, please contact Mr. Chris Baca, RCI, CESSWI by mail at the above address, by phone at (562) 364-8198; or by email at cbaca@willdan.com.

Respectfully submitted,  
**WILLDAN ENGINEERING**



Chris Baca, RCI, CESSWI  
Director of Construction Management and Inspection Services



## Technical Proposal

### a. Qualifications, Related Experience and References of Offeror

#### 1. Firm Profile

<b>Willdan Engineering Services Offered:</b>	<b>Engineering Services:</b> Building and Safety, City Engineering, Capital Program Management, Construction Management/Inspection, Development Services/Plan Review, Environmental/Planning, Flood Control Design, Landscape Architecture, Pavement Management, Structural Engineering, Survey/Mapping, Traffic Engineering, Transportation Engineering, Water/Wastewater  <b>Corporate Services:</b> Engineering, Energy Solutions, Homeland Solutions, Financial Services
<b>Year Founded:</b>	1964
<b>Form of Organization:</b>	Corporation
<b>Offices:</b>	<b>Engineering Offices:</b> Anaheim, Elk Grove, Fresno, Industry, Roseville, San Bernardino, Ventura, Henderson, NV, Phoenix, AZ  <b>Corporate Offices:</b> California, Arizona, Colorado, Connecticut, District of Columbia, Florida, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Massachusetts, Minnesota, Missouri, Nebraska, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Texas, Utah, Washington, Wisconsin
<b>Employees:</b>	Engineering: 376    Corporate: 1,263

Willdan Engineering, a California corporation since May 1964, is a subsidiary of Willdan Group, Inc., a publicly-traded Delaware corporation. Services are provided to nation-wide clientele through four subsidiary firms – Willdan Engineering, Willdan Energy Solutions, Willdan Homeland Solutions, and Willdan Financial Services – that offer a cadre of diversified strengths.

Throughout our 55-year history, Willdan Engineering (Willdan) has served as a full-service, multidisciplinary firm specializing in municipal engineering and planning services along with a full complement of support disciplines necessary for a sustainable project. Our services and in-house support disciplines encompass traffic, civil, structural, geotechnical, right-of-way, city, and special district engineering; urban and regional planning; program/construction management and inspection; plan, study, and report review; building safety; drainage and flood control; mapping; and other appurtenant services such as GIS, utility coordination and relocation, and landscape architecture.

With this depth of experience, expertise, knowledge, and resources, Willdan offers comprehensive solutions that are timely, cost effective, and tailored to meet the needs of individual communities. *Our understanding of public agency challenges and needs is what makes Willdan unique.*

### **Construction Management and Inspection**

Willdan provides expertise in all areas of project and construction management, construction administration, construction inspection and observation, grant funding administration and compliance, labor compliance, and community relations. We specialize in partnering with clients to maintain good community relations with residents and businesses affected by construction.

Our resident engineers, construction managers, and construction observers offer reliable service, quality workmanship, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity. These experienced team members identify and correct discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that might generate misinterpretation and/or lead to agency and contractor disagreements. Our professionals are adept at anticipating issues before they arise through continual review of project plans, specifications, contractors' schedules, and contract documents. Potential problems are brought to the attention of the City's Project Manager and/or the contractor, along with constructive recommendations for solutions, so that costly delays and negative impacts to the public and the project are avoided.

Although each project may encompass different components and requirements, the general process remains the same – following the Caltrans Local Assistance Procedure Manual (LAPM). Over 26 years ago, Willdan adopted Caltrans' Construction Manual as our in-house standard and has incorporated Caltrans' prescribed standards and procedures into our everyday inspection routine.



## SWPPP/WQMP

Willdan's stormwater specialists include Qualified QSD's and QSP's. These certified and highly-trained staff members team with our engineering design and construction management staff to develop effective SWPPPs that conform to both the State's Construction General Permit and the appropriate municipal stormwater permits. Willdan's construction observers are trained to assist with review of the submitted plans and, as necessary, assist with submittal of NOI applications to the state.

## Utility Coordination and Permitting

Willdan's utility coordination staff is knowledgeable in effectively identifying existing utilities, providing timely notification, and anticipating and resolving potential conflicts on plans and specifications. They are keenly aware that utility identification and location are crucial to project planning and development and are essential to saving time \and money and keeping a project schedule on track. Our staff is adept at detailed identification and notification processes required for a myriad of project types.

## On-Call Construction Inspection Expertise

### **On-Call Experience Key Advantages**

- *Willdan's history of working with on-call contracts has well prepared our staff to respond to all requests for services in a positive, efficient manner*
- *Delivers the combination of experienced, hands-on skills and perspective that ensures the City receives high-quality service at reasonable and competitive cost*
- *Assures that, in hiring Willdan, clients benefit from the expertise, experience, and professionalism needed to be successful in delivering high-quality projects and services on time and within budget*

Willdan has an extensive history of providing on-call construction management and inspection services to municipalities throughout California. We have broad expertise and experience with large and small public works improvement projects involving a myriad of construction improvements such as street reconstruction and rehabilitation, roadway widening, sewers, waterline, drainage, utility relocation, traffic signal, street lighting, parks, slurry seals, and other related improvements. Our history of working with on-call contracts has well prepared our staff to respond to all requests for services in a positive, efficient manner. Our firm's commitment to responsive service and successful project delivery has given us a reputation as a firm that can be trusted to listen and deliver an end product our clients envision and embrace.

We begin our approach by adhering to these basic principles:

- Approach each project with a spirit of resourcefulness and excellence in service
- Maintain high standards of technical quality
- Seek appropriate solutions that fit the project
- Conduct business with truthfulness and high ethical standard

Willdan also understands the unique aspect of working under an on-call contract. Success in working with this type of contract is dependent upon understanding a variety of elements that may be encountered, such as.

- Short project durations and minimal lead times for assignments may be required
- Flexibility in service assignments, understanding work to date, and coordinating completion of project tasks already started by agency staff is crucial
- Availability of our staff to the work assignment as it develops is often critical to moving that project forward
- Efficient use of resources is important for project assignments that are relatively small
- Consistent, organized project management is vital due to the potentially large numbers of projects that may be in process
- Regular attention to quality assurance and control is particularly important as short-term projects may limit the number of interim review steps often associated with a project-specific contract

### Claims Resolution Expertise

Willdan's staff of veteran construction engineers, managers, and inspectors have extensive knowledge and experience to quickly understand field

*A well-defined work plan is part of Willdan's project-specific quality assurance strategy.*

conditions and issues and mitigate those issues with practical, cost-efficient solutions that protect the City's liability exposure while preserving the integrity of the contracted design. Our inspection staff is well versed in reviewing and analyzing critical path method schedules and time impact analysis submittals and in preparing recommendations and presentations for these issues.

### Federal Grant Administration and Compliance



Willdan is thoroughly familiar with regulations pertaining to expenditures of federal, state, county, and local funds, including:

- Arterial Highway Rehabilitation Program (AHRP)
- Surface Transportation Program Local (STPL)
- Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU)
- Community Development Block Grant (CDBG)
- Highway Bridge Program (HBP)
- State Gas Tax; Hazard Elimination Safety (HES)
- Highway Safety Improvement Program (HSIP)
- Various other grant and funding sources

This knowledge is critical in executing projects funded by federal or state programs that have special permitting and reporting requirements.

Willdan offers expertise in funding sources to assist our clients with obtaining available funding for current and future capital improvement projects. Together with our grant funding administration experience, our team offers vast knowledge of local/state/federal funding availability, along with administration and procurement requirements, for a wide variety of funding sources.

## 2. Firm's Financial Condition

Willdan has the financial strength and wherewithal to complete all projects we undertake. Financial information, including information on revenue, earnings, and cash flow, are issued quarterly and can be found on our website at [www.willdan.com](http://www.willdan.com).

Corporate-wide resources provide over 1,200 employees in 60 offices nationwide. Our firm organization enables staff to efficiently communicate project challenges and goals companywide – thus capitalizing on Willdan's full resources to deliver the highest quality and most cost-effective project deliverables.

Willdan has sustained a healthy financial performance and has the financial resources and appropriate staffing to perform and complete all contractual obligations. There are no pending conditions such as bankruptcy, litigation, planned office closures, impending merger, etc., that would impede Willdan's ability to fulfill the on-call contract.



### 3. Experience Performing Similar Work

#### Qualifications for Providing Similar Work

- *Construction Inspection for thousands of small and large public Works Improvement projects involving:*
  - ✓ *Asphalt rehabilitation*
  - ✓ *Traffic signal installation*
  - ✓ *ADA-compliant improvements*
  - ✓ *Utility adjustments/relocations*
  - ✓ *Water and fire hydrant replacement*
- *In-house Caltrans-certified materials testing laboratory backed by over 10 years of public improvement testing for:*
  - ✓ *Asphalt*
  - ✓ *Concrete*
  - ✓ *Soils*
- *Successful federal/state grant program compliance provided for projects such as:*
  - ✓ *Lambert Road, City of Brea*
  - ✓ *Ayala Widening, City of Rialto*
  - ✓ *Azusa Avenue, City of Azusa*
- *Responsiveness to community concerns through public outreach programs successfully implemented for agencies such as:*
  - ✓ *City of Long Beach*
  - ✓ *City of Rialto*
  - ✓ *City of Santa Monica*
  - ✓ *City of Davis*
- *Claims resolution approach placing the project first and striving for fairness for all parties has resulted in successful construction completion for our clients, including:*
  - ✓ *Palm Springs, Project No. 15-01*
  - ✓ *Rialto, Project No. 16032*
  - ✓ *Ridgecrest, West Ridgecrest Boulevard*

The clients Willdan has chosen to verify our reputation and qualifications will confirm our dedication to expert technical ability, excellent service, and project commitment. We encourage the City to contact the references provided in the following pages. We are confident they will confirm Willdan is the ideal candidate to assist the City of Brea in fulfilling their on-call construction management and inspection needs. More importantly, approximately 98 percent of our proposed team members have worked together at various times on similar projects and successfully completed these projects. Thus, the City's proposed projects benefit by having a strong, cohesive team.

#### Relevant Project Experience

Willdan has partnered with the City of Brea in past years providing services for construction management and inspection services; and civil and traffic signal design.

We have reviewed the City's proposed Seven Year Capital Improvement Program project list and have determined that the City is preparing to fund a variety of project types such as street improvements, traffic safety, storm water enhancements, sewer improvements, water main replacements, pump station upgrades, and facility improvements.

The projects we have chosen to highlight encompass the same project scope features as the City's capital improvement program list. These services are illustrated in the matrix on the following page. Following the matrix we have highlighted a few of the listed projects.

Project Name	Location	Construction Management	Construction Inspection	Electrical/Fiber Optic Inspection	Materials Testing	SWPPP Compliance	Utility Coordination	Labor Compliance	Public Outreach
<b>Street Improvements</b>									
Base Line Safety Improvements – On-Call Services	Highland	■	■	■	■	■	■	■	■
Pine Avenue Improvements – On-Call Services	Long Beach		■						■
Atlantic Avenue Improvements – On-Call Services	Long Beach	■	■	■		■		■	■
La Brea Avenue Intersection Realignment – Phase III	Inglewood	■	■	■	■	■	■	■	■
La Brea Avenue Intersection Realignment - Phase II	Inglewood	■	■	■	■	■	■	■	■
West Ridgecrest Boulevard Reconstruction	Ridgecrest	■	■	■	■		■	■	■
Base Line Beautification	Highland	■	■	■	■	■		■	■
Glendora Avenue and Temple Avenue Street Improvements	La Puente	■	■		■	■	■		■
Bike Lane Street Paving, Project No. 13-32	Palm Springs	■	■	■	■	■	■	■	■
Lakewood Boulevard – Phase III	Downey		■		■	■			
Ayala Dr. Widening & Jerry Eaves Park Parking Lot Improvements	Rialto	■	■	■	■	■	■	■	■
Imperial Highway Improvements	Inglewood	■	■	■	■	■	■	■	■
<b>Traffic Signal Installation/Modification Projects</b>									
Associated Road/Sleep Hollow Lane Traffic Signal Installation	Brea		■	■			■		
Central Avenue/Tamarack Avenue Improvements	Brea	■	■	■	■	■	■	■	■
Traffic Signal Modifications and Fiber Optic Improvements	Burbank		■	■		■	■		
Birch Street/Rose Drive Fiber Optic Installation & Signal Synchronization	Brea	■	■	■		■	■	■	■
<b>Other CIP Improvement Projects</b>									
Cedar Avenue/SCRRA (Metrolink) Storm Drain Improvements	Rialto	■	■	■	■	■	■	■	■
Rails-to-Trails Walking, Running, and Bicycle Route Improvements	Rialto	■	■	■	■	■	■	■	■
Bus Maintenance Garage and Corporate Yard Site Improvements	Ridgecrest	■	■	■	■	■		■	
Westlake Village Community Park	Westlake Village	■	■	■	■	■		■	■
Elizabeth Reservoir and Booster Pump Station	South Gate	■	■	■	■	■	■	■	
Bolivar Park Storm Runoff	Lakewood	■	■	■	■	■	■	■	■
Fire Station No. 4 Remodel and Expansion	Palm Springs	■			■	■	■	■	
Police Department Remodel	Palm Springs	■			■	■	■	■	
Veterans Memorial Center	Davis	■	■	■	■	■	■	■	■

## On-Call Construction Management/Inspection Services

### On-Call Public Works and Land Development Inspection

**Client:** City of Highland

**Staff:** Chris Baca (Construction Manager), Jason Brown (Construction Manager), Larry Brown (Inspector)

Willdan has been providing on-call public works and land development inspection services for various projects throughout the City of Highland since 2000. Typical projects include large subdivision and capital improvement program projects located throughout the City. Representative projects include:

- East Highland Ranch Home Development
- Baseline Road Safety Improvements (federally funded)
- Trimark Home Development

### On-Call Inspection Services

**Client:** City of Palm Springs

**Staff:** Chris Baca (Construction Manager), Mike Bustos, PE (Construction Manager), Joe Putrino (Construction Manager), Larry Brown (Project Inspector), Barry Knutson (Project Inspector), Jane Freij (Labor Compliance)

Willdan has provided on-call inspection services for CIP and development projects throughout the City of Palm Springs since 2015. Representative projects include:

- Fire Station No. 4
- Police Department Remodel
- Parcel Map No. 36446 – Desert Fashion Plaza Remodel
- CP15-01 and CP 16-01 Pavement Rehabilitations
- CP13-32 Bicycle Corridors Phase 1

### On-Call Public Works and Land Development Inspection

**Client:** City of Long Beach

**Staff:** Chris Baca (Project Manager/Public Outreach), Francesca Fuentes (Public Outreach), Ed Cox (Public Outreach/Labor Compliance), Robert Solis (Project Inspector), Rene Bracamontes (Project Inspector), Homer Flewellen (Project Inspector), Danny Ayala (Project Inspector)

Willdan is providing on-call public works inspection for various CIP and permitted projects throughout the City of Long Beach. Willdan has maintained a continuous presence in the City since 2004 and our contract has been extended to the maximum allowed. Willdan is responsible to check grade; monitor curb, gutter, sidewalk, asphalt overlays, storm drains, traffic signal, and sewer system installations; maintain field files in accordance with Caltrans standards; track quantities; assist with labor compliance; coordinate material testing; and other appurtenant work. Representative projects include:

- Pine Avenue Improvements
- Annual Pavement Maintenance – \$4 million average per year
- Atlantic Avenue Improvements
- Bixby/Atlantic and Orange Improvements
- Third and Broadway Bike Lane Improvements
- Broadway Corridor – Alamitos to Redondo – Bike Lane and Street Improvements
- Martin Luther King Boulevard Improvements



**On-Call Public Works Observation****Client:** City of Chino**Staff:** Chris Baca (Project Manager), Dennis Parker (Project Inspector)

Willdan has been providing on-call public works observation services for various projects throughout the City of Chino since 2016. Projects, thus far, involve drainage, sewer, water, street overlays, sidewalk, curb/gutter, slurry seals, utility cuts, and National Pollution Discharge Elimination System enforcement. Representative projects include:

- Quadrant III Water Main Replacement
- Lennar Tract No. 18971
- Quadrant 2.2 Water Main Replacement
- DR Horton Tract No. 18982

**On-Call Inspection Services****Client:** City of Tustin**Staff:** Lee Marshall (Project Inspector)

Willdan is providing on-call inspection services for CIP and development projects throughout the City of Tustin.

Representative projects include:

- 2018 Annual Asphalt and PCC, ADA-Compliance, Traffic Signal, and ARHM Overlay Repairs
- Linear Park Storm Drain, Landscape, Irrigation System, PCC, Lighting, Landscape, and Monument Sign Improvements
- 2018/19 Median Rehabilitation

**Street Improvement Projects****La Brea Avenue Intersection Realignment – Phase III****Client:** City of Inglewood**Staff:** Mike Bustos (Resident Engineer), Masoud Eskandari (Project Inspector), Timothy Scheffer (Project Inspector), Mohsen Rahimian (Materials Testing), Jane Freij (Labor Compliance), Diane Rukavina (Special Funding Engineer)

Willdan provided construction management, inspection, public outreach, utility coordination, materials testing, and federal labor compliance for full pavement removal; 18,000 tons of AC overlay; 18,450 cubic yards of asphalt removal and replacement; PCC improvements; ADA-compliant ramps; and other appurtenant improvements to reconfigure five street intersections at La Brea Avenue, Market Street, Spruce Avenue, and La Palma Avenue.

**Ayala Drive Widening and Jerry Eaves Park Parking Lot Improvements****Client:** City of Rialto**Staff:** Chris Baca (Construction Manager), Barry Knutson (Project Inspector)

Willdan provided construction management, public works inspection, labor compliance, federal funding invoicing, and materials testing services for the street widening and parking lot improvement project. Improvements to the Jerry Eaves north and south parking lots.

**Traffic Signal Installation/Modification Projects****Central Avenue/Tamarack Avenue Improvements****Client:** City of Brea**Staff:** Chris Baca (Construction Manager), Victor Ayala (Project Inspector)

Willdan provided construction management and public works inspection for the street improvements. The project involved widening the intersection of Tamarack Avenue and Central Avenue; installing a new traffic signal, landscaping, and street lights; constructing drainage upgrades; and other appurtenant work.

#### **Traffic Signal Modifications and Fiber Optic Improvements, Project No. 1426**

**Client:** City of Burbank

**Staff:** Victor Ayala (Project Inspector)

Willdan is providing construction inspection services for the City's traffic signal project. The project includes street improvements and traffic signal improvements at various locations throughout the City. The traffic signal improvements encompass fiber optics, video detection, traffic signal pole installations, conduits, conductors, and other related improvements. The street worked involved modifications to existing left-turn pockets.

#### **Other CIP Improvement Projects**

##### **Rails-to-Trails Walking, Running, and Bicycle Route Improvements**

**Client:** City of Rialto

**Staff:** Chris Baca (Project Manager), Jason Brown (Construction Manager), Alberto Rosiles (Project Inspector)

Willdan performed construction management and inspection services for the City of Rialto's SCAG Achievement Award winning \$4 million Rails-to-Trails project. Rails-to-Trails promotes linkages to active transportation and transit networks throughout the region, establishing a 21-mile east/ west walking, running and bicycling route between Rialto and Claremont that is separated from vehicular traffic. Improvements encompassed landscaping, concrete trail, pedestrian bridges, traffic signals, water lines, and other related improvements.

##### **Bolivar Park Storm Water and Runoff Capture**

**Client:** City of Lakewood

**Staff:** Chris Baca (Project Manager), Duane Soileau, (Project Inspector)

Willdan is currently providing construction management and public works observation services for this \$9 million project in the park. The project involves channel drop inlet, diversion structure, two new storm water pump stations, and mechanical and storm drain piping, pavement removal and replacement, underground storage and infiltration area, building expansion, electrical equipment modifications, instrumentation and controls, irrigation and planting, picnic shelters, and tee-ball backstop.

##### **Westlake Village Community Park**

**Client:** City of Westlake Village

**Staff:** Mike Bustos (Project Manager), Matt Saab (Construction Manager/Project Inspector, David Kelly (Project Inspector)

Willdan provided project management, design, environmental clearance, and construction management and inspection to construct a 20-acre park and YMCA facility. The improvements encompassed mass grading, drainage, on-site utilities, three booster pump stations enclosed within buildings, two concessions/restroom buildings, retaining

walls, access roads, skate park, playground and fitness areas, beach volleyball courts, baseball and soccer fields, and 10,000-square-foot YMCA building.

#### Fire Station No. 4 Remodel and Expansion

**Client:** City of Palm Springs

**Staff:** Chris Baca (Project Manager), Joe Putrino (Construction Manager)

The project involved remodeling and expanding the fire station approximately 2,820 square feet to address sleeping quarter separation, decontamination areas, and general ADA compliance issues. The project construction encompassed demolition, asbestos remediation, structural foundations, structural retrofit and framing, utility equipment yard enclosure, electrical service transformer, wet and dry utilities, fire line, sprinkler and alarm systems, keyless entry system, vehicle emission exhaust system, sand/oil separator, site furnishings and furniture, lighting fixtures, doors and windows, miscellaneous concrete work, ADA-compliant ramps, site drainage, landscaping, signing and striping, emergency alerting system, back-up generator, and fuel tank.

#### 4. Working with Government Agencies

Willdan has worked extensively for and with the CPUC, all Caltrans Districts, Caltrans Division of Structures, Regional Water Quality Control Boards, and the U.S. Army Corps of Engineers. We have processed numerous permits and approvals through FHWA, CPUC, FRA, CTC, CCC, CDFW, RWQCB, etc. We are familiar with funding, permitting, and procedural requirements of these agencies and have an excellent working relationship with the essential staff involved in local agency programs. Our contacts with personnel in these agencies enable us to facilitate permit processing and compliance when required.

In addition, Willdan has experience preparing and processing various Caltrans forms for local agencies, including state and federal funding forms, checklists, invoices, and reports of expenditures. Willdan has assisted local agencies at various stages of state- and federal-funded projects from the initiating request to final invoicing. Our team stays apprised of revisions to the Local Programs Procedures (LPPs) procedures and forms in the LAPM.

#### 5. Joint Work with Subconsultants

Willdan has the in-house resources to provide all the services necessary for the City's construction management and inspection contract.



## 6. References

The clients Willdan has chosen to verify our reputation and qualifications will confirm our dedication to expert technical ability, excellent service, and project commitment. We encourage the City to contact the references provided below. We are confident they will confirm Willdan is the ideal candidate to assist the City of Brea in fulfilling their construction management and inspection needs.

### City of Highland

27215 Base Line  
Highland, CA 92346

**Carlos Zamano, Assistant Public Works Director**  
(909) 864-6861  
czamano@cityofhighland.org

### City of Palm Springs

3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262

**Marcus Fuller, PE, Assistant City Manager**  
(760) 322-8339  
mfuller@palmspringsca.gov

### City of Long Beach

333 West Ocean Boulevard  
Long Beach, CA 92802

**Marc Wright, Construction Services Officer**  
(562) 570-5160  
Marc.Wright@longbeach.gov

### City of Chino

13220 Central Avenue  
Chino, CA 91710

**Ron Hernandez, Inspection Supervisor**  
(909) 334-3433  
rhernandez@cityofchino.org

### City of Inglewood

One West Manchester Boulevard  
Inglewood, CA 90301

**Albert Mendoza, Senior Transportation Engineer**  
(310) 412-4261  
amendoza@cityofinglewood.org

### City of Tustin

300 Centennial Way  
Tustin, CA 92780

**Eric Johnson, PE, Principal Engineer**  
(714) 573-3320  
EJohnson@tustinca.org

## b. Proposed Staffing and Project Organization

### Willdan Team Advantages

- *Delivers the combination of experienced, hands-on skills and perspective that ensures the City receives high-quality service at reasonable and competitive cost*
- *Assures that, in hiring Willdan, clients benefit from the expertise, experience, and professionalism needed to deliver successfully constructed projects on time and within budget*
- *Offers high-caliber staff through training and annual performance assessments*
- *Makes safety a priority*

## 1. Key Project Staff Education, Experience and Applicable Credentials

Willdan has served the City of Brea and local cities for many years providing construction engineering services for street widening, pavement rehabilitation, median, and traffic signals projects. The professionals selected for this on-call contract are highly experienced in managing and inspecting public works projects involving capital improvement program and land development improvements and encroachment permits.

### Training and Assessment

Willdan's inspectors are trained to provide construction inspection on a project-by-project basis. Each project has its own set of needs that must be met with the goals of anticipating potential conflicts/issues before they arise through continual review of plans, specifications, contractor schedules, and other documents.

Willdan recognizes that our employees are our most important resource. We provide them with professional development, flexibility, challenge, active listening, and recognition of the strengths they bring to our team. Willdan uses various tools to successfully retain high-performing staff. Our inspectors are provided with an outline of performance standards each inspector is required to meet and uphold. We encourage staff to obtain professional licenses and credentials to enhance their capacity to serve our clients. We pay for courses to prepare for examinations and certifications such as PE, QSP/D, CESSWI, ENV SP, ACIA, or APWA certifications and reimburse staff for certification or license renewals.

Specific to our construction management and inspection staff, Willdan conducts bi-annual in-house seminars, including WATCH Manual and MUTCD compliance; storm water abatement and QSP/QSD training; materials testing and placement; and mass grading. These seminars have all been conducted by Willdan registered engineers who are experts in their respective fields.

### Safety Training

Onsite project safety is of paramount importance to Willdan, our clients, general contractors and their subcontractors, and communities we serve. As part of our corporate philosophy, Willdan



makes every effort to provide training opportunities for our construction management/inspection office and field personnel. This includes Cal OSHA construction safety requirements, claims control, and project scheduling. Willdan provides on-line Cal OSHA safety training for each of our inspectors through Click-Safety online training courses. Every inspector must obtain, at minimum, their 30-hour OSHA certification and are encouraged to continue their safety education by enrolling in any Click-Safety applicable construction safety training course. In addition to on-line safety training, Willdan provides bi-annual in-house safety training to each of our inspectors, construction managers, and on-site personnel.

### Inspection Certifications

Our inspectors are provided with an outline of performance standards that each inspector is required to meet and uphold. Most of our inspectors have American Construction Inspectors Association certification and attend regular seminars, college courses, and in-house presentations to keep abreast of current construction technologies. Inspectors are required to provide proof of certifications and Willdan assists with payment of the certification/license fees. Many of Willdan's inspectors have obtained their QSP, ACIA, or APWA certifications through this reimbursement program. In addition, our inspectors are encouraged to participate in on-line safety classes conducted by Click-Safety and attend special in-house training from our traffic professionals on traffic control safety.

### Inspection Equipment

Willdan has a standard set of equipment that each inspector is required to have on hand. In some cases, Willdan maintains an inventory of the necessary equipment that is utilized by all inspectors. The list includes items such as vehicles and vehicle maintenance; cell phones; laptop computers; digital cameras; hand and other general inspection tools necessary to perform normal public works inspections; general office supplies; safety equipment – boots, hard hats, and vests; and agency standards plans, specifications, and manuals. Willdan maintains checklists of equipment assigned to each inspector for each project.

### Project Team

The matrix below shows Willdan's Project Team's education, experience and applicable professional credentials.



Team Member	Role	Education	Credentials
<b>Mr. Chris Baca, RCI, CESSWI</b>  <ul style="list-style-type: none"> <li>36 Years' Experience</li> <li>32 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Contract Manager</li> <li>Construction Manager</li> </ul>	<ul style="list-style-type: none"> <li>BS, Public Administration, California State University, Fullerton</li> <li>Public Works Inspection, California State University, Los Angeles Extension</li> <li>Asphalt Paving; Contract Administration and Change Orders for Federally Funded Projects Seminars</li> <li>Inspection Principles; Public Contact; Slurry Seal; and Traffic Signal Inspection and Design Seminars</li> </ul>	<ul style="list-style-type: none"> <li>California, Division IV, Public Works, RCI No. 4161</li> <li>California, Division I, Engineering, RCI No. 5161</li> </ul>
<b>Mr. Michael Bustos, PE, ENV SP</b>  <ul style="list-style-type: none"> <li>18 Years' Experience</li> <li>18 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Lead Resident Engineer</li> <li>Construction Manager</li> </ul>	<ul style="list-style-type: none"> <li>Resident Engineer Academy, California Department of Transportation</li> <li>BS, Civil Engineering (magna cum laude); California Polytechnic State University, San Luis Obispo</li> </ul>	<ul style="list-style-type: none"> <li>Resident Engineer Academy, California Department of Transportation</li> <li>BS, Civil Engineering (magna cum laude); California Polytechnic State University, San Luis Obispo</li> </ul>
<b>Jason Brown, RCI</b>  <ul style="list-style-type: none"> <li>27 Years' Experience</li> <li>27 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Lead Construction Manager</li> </ul>	<ul style="list-style-type: none"> <li>Public Works Inspection, Fullerton</li> <li>Community College</li> </ul>	<ul style="list-style-type: none"> <li>Construction Inspector, California No. 5510</li> </ul>
<b>Technical Support Team</b>			
<b>Loren Clifton, PE</b>  <ul style="list-style-type: none"> <li>29 Years' Experience</li> <li>7 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Resident Engineer</li> <li>Construction Manager</li> </ul>	<ul style="list-style-type: none"> <li>Civil Engineer, California No. 52167</li> <li>General Contractor No. B-452908</li> <li>BS, Civil Engineering, California State University, Chico</li> </ul>	<ul style="list-style-type: none"> <li>Caltrans State and Federal Regional Infrastructure Funding</li> <li>Caltrans Project Engineer, Resident Engineer and Materials Engineering Academy</li> <li>EPA Stormwater Pollution Prevention Program Certification Negotiation</li> <li>Contract Specifications Writing</li> </ul>
<b>Cesar Cantuba</b>  <ul style="list-style-type: none"> <li>12 Years' Experience</li> <li>3 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Construction Manager</li> <li>Public Works Inspector</li> </ul>	<ul style="list-style-type: none"> <li>BS, Architecture (partial units); Technical Institute of Philippines</li> <li>Interior Design, The Philippine School of Interior Design</li> </ul>	<ul style="list-style-type: none"> <li>Expertise in all facets of construction management and quality control</li> </ul>
<b>Joseph Putrino</b>  <ul style="list-style-type: none"> <li>39 Years' Experience</li> <li>2 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Construction Manager</li> <li>Public Works Inspector</li> </ul>	<ul style="list-style-type: none"> <li>Uniform Building Code, Fire Code, and ADA Codes, College of the Desert, Palm Desert</li> <li>Construction Management, Architectural Drafting, and Blueprint Reading Courses, Bergen Community College, Paramus</li> </ul>	<ul style="list-style-type: none"> <li>Certified Building Inspector, International Code Council</li> <li>Certified Plumbing Inspector, International Code Council</li> <li>Certified Mechanical Inspector, International Code Council</li> <li>General Contractor, Class A, Contractor, California No. C-10</li> </ul>
<b>Duane Soileau, QSP, CESSWI</b>  <ul style="list-style-type: none"> <li>17 Years' Experience</li> <li>4 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Construction Manager</li> <li>Public Works Inspector</li> </ul>	<ul style="list-style-type: none"> <li>Not Available</li> </ul>	<ul style="list-style-type: none"> <li>Qualified Stormwater Practitioner</li> <li>Certified Erosion, Sediment and Storm Water Inspector, EnviroCert International, Inc.</li> <li>Traffic Signals, IMSA</li> <li>Acceptance Tester, Caltrans</li> <li>Concrete Inspection, SDSU</li> <li>Concrete Inspection/Testing, ACI</li> <li>Traffic Control, ATSSA</li> <li>Nuclear Gauge, CPN</li> <li>Asphalt Pavement, Asphalt Institute</li> </ul>

Team Member	Role	Education	Credentials
<b>Mohsen Rahimian, PE, GE</b> <ul style="list-style-type: none"> <li>31 Years' Experience</li> <li>6 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Materials Testing Specialist</li> </ul>	<ul style="list-style-type: none"> <li>MS, Civil Engineering, Tehran University, Tehran</li> </ul>	<ul style="list-style-type: none"> <li>Civil Engineer, California No. 73396</li> <li>Geotechnical Engineer, California No. 3059</li> </ul>
<b>Masoud Eskandari</b> <ul style="list-style-type: none"> <li>27 Years' Experience</li> <li>5 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Public Works Inspector</li> </ul>	<ul style="list-style-type: none"> <li>BS, Mechanical Engineering, University of Detroit</li> <li>General Courses, Managing Construction, Proving Pricing, Defending Delay and Disruption Claims, Estimating Electrical</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>Barry Knutson</b> <ul style="list-style-type: none"> <li>36 Years' Experience</li> <li>10 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Public Works Inspector</li> </ul>	<ul style="list-style-type: none"> <li>Construction Estimating, Electrical House Wiring, Heat Vent A/C Systems, Fullerton College, Fullerton</li> <li>Graduate, Carpenter's Union Apprenticeship School Local 18</li> </ul>	<ul style="list-style-type: none"> <li>Contractor, California No. B-1</li> </ul>
<b>Victor Ayala</b> <ul style="list-style-type: none"> <li>41 Years' Experience</li> <li>14 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Public Works Inspector</li> </ul>	<ul style="list-style-type: none"> <li>Certificate, Fiber Optic Theory, Air Quality Management District Certificate, Professional Development, Asphalt Institute</li> </ul>	<ul style="list-style-type: none"> <li>Contractor, California No. C-10</li> </ul>
<b>Larry Brown, RCI</b> <ul style="list-style-type: none"> <li>33 Years' Experience</li> <li>24 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Public Works Inspector</li> </ul>	<ul style="list-style-type: none"> <li>Post Certification and Continuing Education Program, San Bernardino Valley College</li> </ul>	<ul style="list-style-type: none"> <li>Construction Inspector, California No. 5181, PM-10</li> <li>AQMD, Public Works Certification, California State University, Los Angeles</li> <li>Macco Trench Shoring</li> <li>Toxler Nuclear Soils Testing Equipment</li> </ul>
<b>Glenn Stanley</b> <ul style="list-style-type: none"> <li>20 Years' Experience</li> <li>18 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Public Works Inspector</li> </ul>	<ul style="list-style-type: none"> <li>Technology Course for Public Works, Saddleback Community College, Orange</li> </ul>	<ul style="list-style-type: none"> <li>E-Rail certified</li> <li>Roadway Workers Certification</li> <li>CIC Certification</li> <li>Fall protection Certification</li> <li>Rubberized Asphalt Plant Inspection, American Construction Inspectors Association:</li> <li>Safety on Job Sites Certification</li> <li>Trenching and Excavations Certification, OSHA</li> <li>First Aid and CPR Certification</li> <li>Competent Person Certification</li> </ul>
<b>Edward Cox</b> <ul style="list-style-type: none"> <li>39 Years' Experience</li> <li>16 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Public Works Inspector</li> <li>Utility Coordination</li> </ul>	<ul style="list-style-type: none"> <li>Apprenticeship Program, United Association Local 250</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>Chad Meelker</b> <ul style="list-style-type: none"> <li>27 Years' Experience</li> <li>3 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Public Works Inspector</li> </ul>	<ul style="list-style-type: none"> <li>Civil Engineering, California State Polytechnic University, Pomona</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>Raj Gupta</b> <ul style="list-style-type: none"> <li>23 Years' Experience</li> <li>5 Years with Willdan</li> </ul>	<ul style="list-style-type: none"> <li>Public Works Inspector</li> </ul>	<ul style="list-style-type: none"> <li>BS, Civil Engineering, B.I.T College, Bangalore, India</li> </ul>	<ul style="list-style-type: none"> <li>AQMD PM-10 Certification (in progress)</li> </ul>

Team Member	Role	Education	Credentials
<b>Matt Saab</b>  ▪ 15 Years' Experience ▪ 4 Years with Willdan	▪ Public Works Inspector	▪ BS, Civil Engineering, University of Missouri, Columbia	▪ N/A
<b>Danny Ayala</b>  ▪ 42 Years' Experience ▪ 17 Years with Willdan	▪ Public Works Inspector	▪ Asphalt Pavement, Asphalt Institute Certificate ▪ Fugitive Dust Control, South Coast Air Quality Management District Certificate ▪ Fiber Optic Theory Certification ▪ File Management Workshop Certification	▪ N/A
<b>Robert Solis</b>  ▪ 36 Years' Experience ▪ 3 Years with Willdan	▪ Public Works Inspector	▪ Architectural Engineering Courses, Pierce College, Woodland Hills	▪ General Engineering Contractor, State of California ▪ MBE Certification, State of California Department of Transportation
<b>Timothy Scheffer</b>  36 Years' Experience 13 Years with Willdan	▪ Public Works Inspector	▪ N/A	▪ N/A
<b>Francesca Fuentes</b>  ▪ 14 Years' Experience ▪ 14 Years with Willdan	▪ Public Outreach Coordinator	▪ BS, Communications, University of Arkansas, Fayetteville	▪ N/A
<b>Jane Freij</b>  ▪ 20 Years' Experience ▪ 19 Years with Willdan	▪ Labor Compliance Administrator	▪ BA, Linguistics, University of Kansas	▪ Litigation/Corporations Certificate, Attorney Assistant Training Program, University of California, Los Angeles
<b>Diane Rukavina, PE</b>  ▪ 38 Years' Experience ▪ 33 Years with Willdan	▪ Grant Funding Administrator	▪ BS, Civil Engineering, Loyola Marymount University	▪ Civil Engineer, California, No. 36380

## 2. Resumes for Key Personnel

The following pages contain the resumes for our proposed key personnel.

- Christopher Baca, RCI, CESSWI                      Contract Manager and Construction Manager
- Michael Bustos, PE, ENV SP                      Lead Resident Engineer
- Jason Brown, RCI                                      Lead Construction Manager



## Christopher Baca, RCI, CESSWI

Role: Contract Manager and Construction Manager

### Profile Summary

<b>Education:</b>	<ul style="list-style-type: none"> <li>▪ BS, Public Administration, California State University, Fullerton</li> <li>▪ Public Works Inspection, California State University, Los Angeles Extension</li> <li>▪ Asphalt Paving; Contract Administration and Change Orders for Federally Funded Projects Seminars</li> <li>▪ Inspection Principles; Public Contact; Slurry Seal; and Traffic Signal Inspection and Design Seminars</li> </ul>
<b>Registration:</b>	<ul style="list-style-type: none"> <li>▪ California, Division IV, Public Works, RCI No. 4161</li> <li>▪ California, Division I, Engineering, RCI No. 5161</li> </ul>
<b>Experience:</b>	36 Years / 32 Years with Willdan

**Mr. Christopher Baca** is responsible for directing and monitoring public works inspection services and overseeing construction inspection personnel. His experience includes construction management of capital improvement projects in areas of water systems, street improvements, park improvements, storm drains, sanitary sewers, asphalt resurfacing (including asphalt-rubber products), concrete paving, landscaped medians, and traffic signals. Mr. Baca is familiar with the inspection and contract administration of other federally funded projects in accordance with Caltrans Local Assistance Procedures Manual.

### Relevant Project Experience

#### **Ayala Drive Widening and Improvements to Jerry Eaves Park North and South Parking Lots, City of Rialto, CA.**

Project Manager/Construction Manager responsible for overall project oversight and construction management of the project. Improvements to the Jerry Eaves north and south parking lots included asphalt repairs, grading for the new south parking lot, asphalt paving of the south parking lot, new lighting, landscaping, ADA improvements, planting, and other appurtenant work. The Ayala Drive widening improvements included removing and replacing damaged asphalt, widening the existing street section, ADA improvements, two new traffic signals, new landscape medians, decorative cobble rock, traffic markings, and other appurtenant work.

**On-Call Inspection Services, City of Rialto, CA.** Project Manager responsible for on-call CIP and development projects throughout the City of Rialto. Willdan's recent development inspection work includes the FedEx Distribution Center, Lilac Distribution Center, Tacos Gavilan, DCTS, Riverside Apartments, and Pepper Avenue Wall.

**On-Call Inspection Services, Park Water Company/Liberty Utilities, Los Angeles County, CA.** Project Manager responsible for overall oversight and scheduling of all on-call inspection services for over 24 water main projects

involving installation of ductile iron and PVC water mains, fire hydrants, service meter change-outs, bridge construction with water line incorporated into the structure, reservoir rehabilitation, wells, and other appurtenant work.

**On-Call Inspection Services, City of Long Beach, CA.** Project Manager responsible for overall oversight and scheduling of construction administration and inspection for several tracts throughout the City. Willdan will be responsible to check grade; installation of curb, gutter and sidewalk, asphalt overlays and other appurtenant work.

**Lambert Road and Kraemer Boulevard Street and Landscape Improvements, City of Brea, CA.** Project Manager responsible for overall project oversight and inspection for roadway and landscape improvements on Lambert Road between Delta Avenue and the western city limit and on Kraemer Boulevard between Lambert Road and Golden Avenue. The project included cold milling, ARHM overlay, repair to PCC street sections, utility adjustments, ADA-compliant sidewalk ramp installation, storm drain improvements, landscape improvements, signing and striping, and other related work.

**Project No. 7310 Central Avenue and Tamarack Avenue Improvements, City of Brea, CA.** Project Manager/Construction Manager responsible for overall project oversight and construction management of the project. The project included widening the intersection of Tamarack Avenue and Central Avenue; installing a new traffic signal, landscaping, and street lights; construction drainage upgrades; and other appurtenant work.

**CP 16-01 Citywide Pavement Rehabilitation, City of Palm Springs, CA.** Project Manager/Construction Manager responsible for overall project oversight and construction management of the project. The project included reconstruction and overlay of over 2.7 million square feet of 75 street segments in various locations throughout the City, recording and preserving existing survey monuments, pulverization of existing asphalt, concrete pavement, unclassified excavation, subgrade preparation, cement treated base, asphalt overlay, utility adjustments, ADA-compliant ramps, traffic marking, and other appurtenant work. Willdan provided construction management, and materials testing services for the City's \$5 million street rehabilitation project.

## Michael Bustos, PE, ENV SP

Role: Lead Resident Engineer and Construction Manager

### Profile Summary

<b>Education:</b>	<ul style="list-style-type: none"> <li>Resident Engineer Academy, California Department of Transportation</li> <li>BS, Civil Engineering (magna cum laude); California Polytechnic State University, San Luis Obispo</li> </ul>
<b>Registration:</b>	<ul style="list-style-type: none"> <li>Civil Engineer, California No. 73173</li> <li>Envision Sustainability Professional</li> </ul>
<b>Experience:</b>	18 Years / 18 Years with Willdan

**Mr. Michael Bustos** is responsible for construction management, analysis, and design of roadway reconstruction, drainage improvement, pipeline, pavement rehabilitation, street improvement, traffic signal, landscaping and irrigation, and grading projects. He has served as construction manager or resident engineer for over 75 public works projects. He has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, and plan checking.

### Relevant Project Experience

**CP13-32 Bicycle Corridors – Phase 1, City of Palm Springs, CA.** Project Manager responsible for overseeing construction management, inspection, public outreach, and materials testing for the \$1.2 million street improvements. The project constructed greenback bicycle lanes on five streets throughout the city.

**West Ridgecrest Boulevard Construction Management and Inspection, City of Ridgecrest, CA.** Project Manager responsible for overseeing construction management, inspection, public outreach, and materials testing for the \$6 million federally-funded reconstruction and widening project. The project involved full pavement reconstruction and widening for a 1.5-mile segment of the City's primary east-west arterial street between Mahan Street and China Lake Boulevard. The project included widening the road and filled all gaps in ADA-compliant travel ways and Class II bike lanes.

**CP15-01 Citywide Pavement Rehabilitation, City of Palm Springs, CA.** Project Manager responsible for over-seeing construction management, inspection, public outreach, and materials testing for the \$10 million street rehabilitation. The project included street reconstruction and overlay, monument preservation; unclassified excavation; and subgrade preparation; cement treated base, utility adjustments, ADA-compliant ramps, and traffic markings.



**Phillips Boulevard Traffic Calming, City of Pomona, CA.** Resident Engineer responsible for overseeing construction, labor compliance, materials testing, public works observation, and contract administration for the federally funded HSIP project. The project involves new traffic signal installation, existing traffic signal pole replacement, existing signal controller modifications, speed-feedback signs, rectangular rapid flashing beacon installations, and signing and striping modifications.

**La Brea Avenue Intersection Realignment – Phase III, City of Inglewood, CA.** Resident Engineer responsible for overall construction management, inspection, public outreach, utility coordination, materials testing, and labor compliance for this \$2 million federally-funded construction project to reconfigured five street intersections at La Brea Avenue, Market Street, Spruce Avenue, and La Palma Avenue. The project included a new traffic signal at La Brea Avenue and Tamarack Avenue and traffic signal modifications at La Brea Avenue and Hillcrest Boulevard.

**Silver Spur Road Safe Routes to School Cycle 10 Improvements, City of Rolling Hills Estates, CA.** Construction Manager responsible for overseeing construction, labor compliance, materials testing, public works observation, and contract administration for the state-funded project. Improvements involved both sides of Silver Spur Road between Kingspine Road and Palos Verdes Drive North; the northeast corner modification of Palos Verdes Drive North and Lazy Creek Lane; and resurfacing various residential streets.

**Palos Verdes Drive North/Rolling Hills Road Traffic Signal Modifications, City of Rolling Hills Estates, CA.** Construction Manager responsible for overall construction management and inspection for traffic signal modifications at the intersection of Palos Verdes Drive North and Rolling Hills Road. The project encompassed modifications to match existing decorative poles, modified foundations for the poles, and procuring long-lead-time equipment.

**Bastanchury Road Widening, City of Yorba Linda, CA.** Project Manager/Resident Engineer responsible for overseeing construction, labor compliance, materials testing, public works observation, and contract administration for the roadway widening. The project involved construction of new drainage improvements, sidewalk, curb/gutter, asphalt overlay, street reconstruction, and other appurtenant work.

## Jason Brown, RCI

Role: Lead Construction Manager

### Profile Summary

<b>Education:</b>	▪ Public Works Inspection, Fullerton Community College
<b>Registration:</b>	▪ Construction Inspector, California No. 5510
<b>Experience:</b>	27 Years / 27 Years with Willdan

**Mr. Jason Brown** serves as both a construction manager and supervising public works observer. His duties include the inspection and management of large-scale public works improvement projects. Mr. Brown's experience includes the construction administration and inspection of subdivisions, traffic signals, storm drains, sanitary sewers, ARHM overlay, conventional asphalt overlays, and street beautification projects. He possesses experience with specially funded projects, such as ISTEA and CDBG. Mr. Brown has served as a Permit Inspector for the Cities of Paramount, Bell Gardens, and Rosemead. His previous experience includes concrete cutting and core drilling, landscape construction and maintenance, concrete finishing, and masonry construction. Mr. Brown has been providing inspection and management of many large CIP and land development projects.

### Relevant Project Experience

**On-Call Inspection Services, City of Rialto, CA.** Supervising Construction Inspector responsible for providing inspection for on-call CIP and development projects throughout the City of Rialto. Willdan's recent development inspection work includes the FedEx Distribution Center, Lilac Distribution Center, Tacos Gavilan, DCTS, and Riverside Apartments.

**On-Call Public Works and Land Development Inspection, City of Highland, CA.** Supervising Construction Inspector responsible for providing inspection for on-call public works and land development inspections for permitted and capital improvement projects throughout the City. Typical projects include large subdivision projects located throughout the west side of the City and multiple public works improvement projects. Representative projects include Base Line Avenue Improvements, Ninth Street Overlay, Numerous Traffic Signal Installations/Modifications, and East Highland Ranch Home Development.

**On-Call Construction Administration and Inspection, City of Chino, CA.** Supervising Construction Inspector responsible for providing inspection for on-call projects. Responsibilities included documentation and labor compliance for various projects throughout the City. Projects involved, among others, park, road, and earthquake retrofitting of City buildings.

**On-Call Inspection Services, City of Long Beach, CA.** Supervising Construction Inspector responsible for providing construction management and inspection for several tracts and street improvements throughout the City. Willdan will be responsible to check grade; installation of curb, gutter and sidewalk, asphalt overlays and other appurtenant work.

**On-Call Inspection Services, City of Downey, CA.** Construction Manager/Supervising Inspector responsible for providing construction management and inspection for various types of on-call improvement projects through-out the City.

**On-Call Construction Management Services for Water Improvements, City of Pomona, CA.** Supervising Construction Inspector responsible for providing construction management and inspection. Willdan provided public works observation for various water projects throughout the City of Pomona. The projects may involve the installation of water lines, valves, pump stations, reservoirs, manholes and other appurtenant work.

**On-Call Inspection Services, Park Water Company/Liberty Utilities, Los Angeles County, CA.** Supervising Construction Inspector responsible for providing construction management and inspection for water main projects involving installation of ductile iron and PVC water mains, fire hydrants, service meter changeouts, bridge construction with water line incorporated into the structure, reservoir rehabilitation, wells, and other appurtenant work.

**Citywide Traffic Signal Modifications, City of Lakewood, CA.** Supervising Construction Inspector responsible for providing construction management and inspection for seven traffic signal modifications throughout the City. The project encompassed adding left-turn protected phasing and/or protected permissive phasing. The project also included all necessary federal paperwork, federal labor compliance, construction administration and construction observation.



### 3. Key Personnel Staff Biographies

Willdan is providing key personnel staff biographies below per the City's request.

Mr. Chris Baca, RCI, CESSWI		Proposed Position:
		<ul style="list-style-type: none"> <li>Contract Manager</li> <li>Construction Manager</li> </ul>
Location:	Industry, CA	
Current Assignments:	City of Brea	
Level of Commitment:	25%	
Availability:	75%	
Experience:	36 Years / 32 Years with Willdan	

**Mr. Chris Baca, RCI, CESSWI**, will serve as both Contract Manager and Construction Manager for the City's on-call construction management and inspection contract. Mr. Baca will be responsible for the various tasks including constructability review, construction management, public works inspection, public outreach, and material testing services. In addition to Mr. Baca's construction management responsibilities, he will manage the support services provided by our in-house public works inspection staff, public out-reach coordinators, labor compliance specialists, grant funding administrators, and material testers.

In his role and Construction Manager, Mr. Baca will manage the submittal process, log RFIs, provide weekly updates to the City's Project Manager, conduct weekly meetings at the project site, respond to contractor-initiated claims, negotiate and draft change orders, and provide City-required project close-out documentation.

Mr. Michael Bustos, PE, ENV SP		Proposed Position:
		<ul style="list-style-type: none"> <li>Lead Resident Engineer</li> <li>Construction Manager</li> </ul>
Location:	Ventura, CA	
Current Assignments:	City of Fillmore, City of Westlake Village, City of Ridgecrest	
Level of Commitment:	90%	
Availability:	10% - Will be more available after June 15, 2019	
Experience:	18 Years / 18 Years with Willdan	

**Mr. Michael Bustos, PE, ENV SP**, will serve as Lead Resident Engineer and Construction Manager. He will serve as City contact support for Mr. Baca. If for any reason, Mr. Baca is unable to respond within a reasonable timeframe, Mr. Bustos will respond to the City's requests and inquiries. As part of his Resident Engineer responsibilities, he will monitor the activities of onsite project team construction managers and inspectors to ensure services are provided in



accordance with Willdan's procedures and quality standards and fully satisfy the City's project expectations. Mr. Bustos is a California-licensed civil engineer and an experienced Resident Engineer and Construction Manager. He has been in responsible charge of numerous recently completed infrastructure projects with many of them being federally-funded.

**Mr. Jason Brown, RCI****Proposed Position:**

- Lead Construction Manager

**Location:** Ventura, CA

**Current Assignments:** City of Rialto and City of Inglewood

**Level of Commitment:** 100%

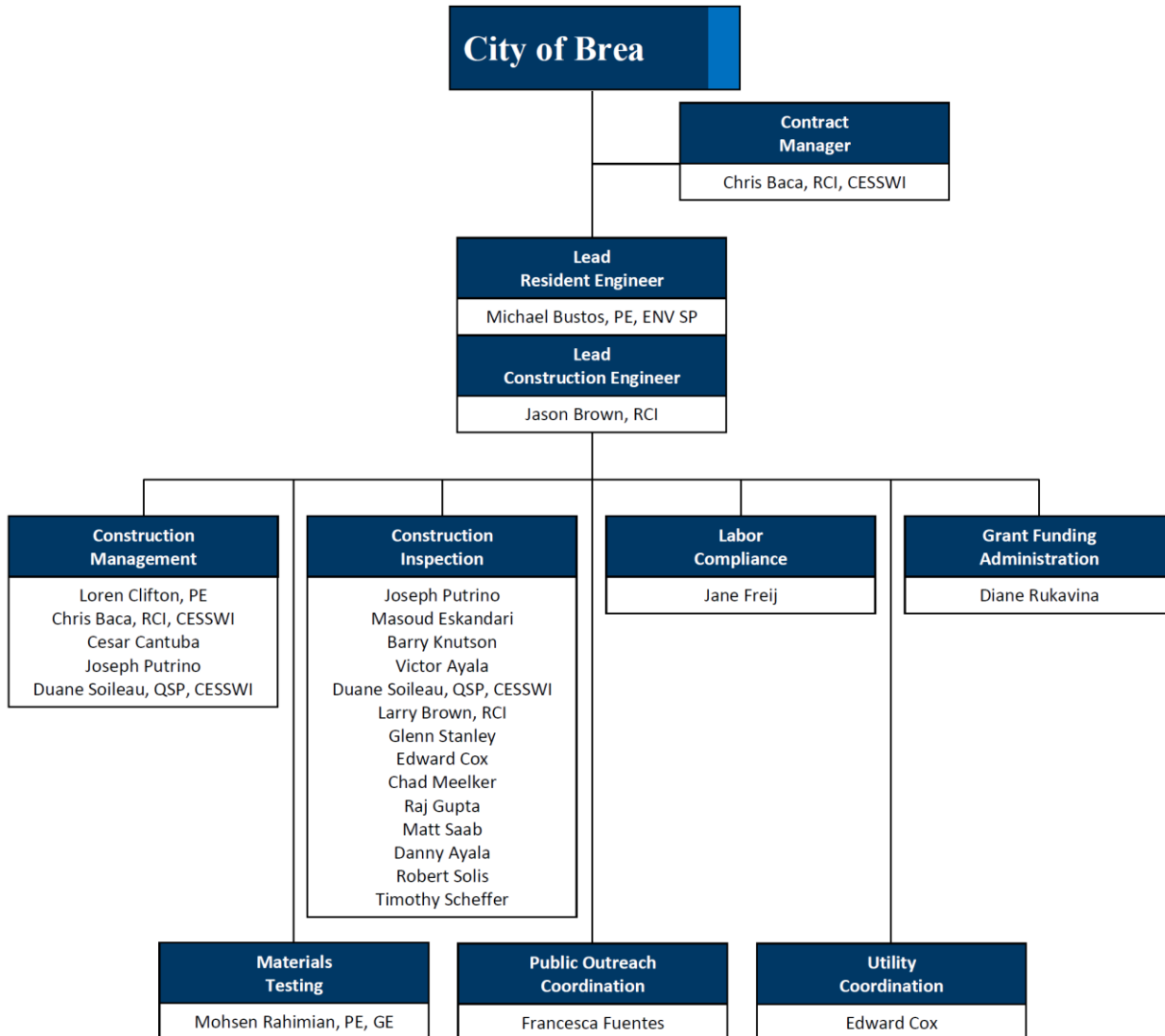
**Availability:** Will be available after June 1<sup>st</sup>, 2019

**Experience:** 27 Years / 27 Years with Willdan

**Mr. Jason Brown, RCI**, will serve as Lead Construction Manager. He will assist with management of the on-call contract and provide oversight of the public works observers – ensuring compliance with proper construction management and observations practices and City procedures, standards, and policies. Mr. Brown has been providing management and inspection of many large CIP and land development projects throughout his career with Willdan.

#### 4. Organizational Chart

The organization chart contained herein identifies our project team members and their roles. The chart further illustrates the communication and reporting relationships among our team members. It is important to note that the personnel shown represent the caliber of person who could be considered for the role shown. This is far from an exhaustive list of our staffing resources and is shown to assist the City in evaluating our staff.



## 5. Staff Availability

Willdan's key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

## c. Detailed Work Plan

### Goals

Willdan has had two primary objectives since our inception in 1964:

- Ensuring the success of our clients
- Enhancing their communities

Working steadily toward these goals we gained a notable reputation for project understanding, technical excellence, cost effectiveness, and client responsiveness. It is these attributes that our construction management and inspection team bring to each project. To these goals, we add individual project-oriented goals that include:

- Continuous communication with City staff, contractor, and design team
- Impeccable recordkeeping and reporting
- Rigorous budget control – minimizing change orders and applying value engineering where applicable
- Comprehensive schedule control – keeping the project moving while resolving design, contractor, or other project-related challenges

Our ultimate goal is to surpass our clients' expectations and provide a completed project that benefits City staff, Council members, business owners, and residents.

## 1. Project Approach and Work Plan

### Methodology

Willdan's construction management and inspection team strives to anticipate or diminish potential conflicts/issues before they arise through continual review of project plans, specifications, contractor's schedule, and other contract documents. Our team is adept at:

- Anticipating job site conflicts/issues
- Calling job site conflicts/issues to the City's Project Manager's and/or contractor's attention
- Offering constructive recommendations and achieving cooperation from the contractor
- Dealing with issues in a professional, straightforward fashion

Our approach to issue resolution is to:



- Obtain and document the facts surrounding the issue
- Develop reasonable solutions in conjunction with the contractor and City's Project Manager
- Respond quickly and effectively so that job progress and quality do not suffer

Through close communication with the City's project staff, timely corrective action is taken to alleviate potential adverse impacts of work progress, costly change orders, and construction claims.

### Project Administration

Our construction management services focus on coordination, review, tracking, reporting, public outreach, cost control, and field inspections to ensure the quality of the work complies with applicable federal funding requirements, LAPM, and the contract documents. Willdan's resident engineer/construction manager and public works inspector(s) will coordinate and work proactively to assist the general contractor's construction efforts. They will maintain fluid channels of communication with the City's design consultants to technically support the construction effort and the efforts of the City in achieving a successful completion with minimum complications.

Initial project administration protocols include:

- Construction document review for constructability
- Engineer's cost estimate review for accuracy and completeness
- State and federal funding assistance, if required by City
- Review of contractor's project construction CPM schedule
- General contractor selection assistance, if desired by City
- Preconstruction meeting with general contractor, City representatives, designer, and others deemed necessary by City or Willdan

*Our team members possess experience using VPM and Accela and will provide re-quired reports utilizing either system in accordance with City's direction.*

Once construction has begun, Willdan will:

- Review and monitor work as constructed along with providing City with supporting documentation that establishes technical adequacy of construction, timely schedule of implementation, and project budget
- Track progress and quality of construction

- Log and process submittals, RFIs, RFCs, and CCOs
- Initiate employee interviews
- Track labor and equipment pursuant to LAPM requirements
- Review and assist with resolution of all technical data and issues
- Provide daily, weekly, and monthly reports to City on construction progress and technical and economic parameters

Willdan's team is unique in that it has a natural quality assurance/control system. Through its structure as an integrated unit with close communication between team members and interlocking responsibilities that provide good coverage of all elements of construction engineering, it incorporates minimal overlap of duties to avoid misunderstandings of assigned responsibilities and reduces costs.

The assigned resident engineer/construction manager is responsible for daily decisions and assignments of specific duties while monitoring the success and completion of project construction. The resident engineer/construction manager has specific administrative duties that include review of field activities. The resident engineer/construction manager will institute a system of periodic reviews of the field file for conformance with Willdan's in-house filing system and LAPM. The inspectors will have specific assignments and move the products of their reporting to the resident engineer/construction manager. This bi-level approach has proved effective for Willdan because the likelihood of a missed or incorrect item is essentially eliminated with this multi-level control.

#### **Key/Critical Issue Identification**

There are many routine aspects that are common to the way every construction project is performed in terms of construction administration and inspection as outlined in our scope of work. However, there are some very important areas, also mentioned in our scope of work, that require special attention and are not part of the routine process. These are:

- Institution of standard procedures for project records and inspection processes conforming to the highest standards for permit inspection is necessary to have effective mitigation of future maintenance issues.

- Schedule and cost management are priority areas for Willdan's land development inspection team. Our team provides weekly and monthly reports detailing cost to date and projected final cost estimates.
- A project-specific quality assurance program is essential on complex projects to maintain orderly, cost-effective, and comprehensive materials quality control.

### **Project Controls**

#### **City Liability Mitigation**

Our staff understands the importance of accurate documentation and filing to ensure that the City's liability is protected. Applying a uniform standard of excellence is the only way to ensure that documents are written and filed adequately for effective claims avoidance and/or mitigation and resolution.

To maintain quality, provide proper quality control, and mitigate the City's potential liability, our inspection staff is provided with detailed check sheets for a myriad of inspections, including – but not limited to – slurry seal, ARHM overlay, asphalt overlay, traffic signal, storm drain, sewer, water, and other appurtenant work.

#### **Traffic and Safety**

Willdan's in-house seminars include WATCH Manual and MUTCD compliance; storm water abatement and QSP/QSD training; materials testing and placement; and mass grading. Our inspectors are fully knowledgeable in the latest regulations for WATCH Manual, California OSHA, and MUTCD.

Our construction managers and inspectors have the authority and capability to quickly identify any flaws in the contractor's traffic control and safety plans and meet with the contractor to immediately rectify the issue with agreed-upon solutions that meet the requirement standards while avoiding project delays.

#### **Contractor Compliance**

Our inspection staff has extensive experience with a myriad of public works projects and our staff has a clear understanding of the issues surrounding inspection of the work. For example, when constructing sidewalks and ADA-compliant ramps, our inspector will ensure adequate subgrade compaction has been achieved. Inspectors will monitor the work for conformance with the plans, specifications, and ADA requirements. The concrete ticket will be checked to

ensure materials match the approved mix design. A smart level will be used to check forms and the contractor will not be allowed to place concrete until the inspector is assured the work meets all City and other applicable standards.

Willdan's inspectors will monitor the contractor's operations for conformance with City compaction standards by working with the City's approved material testing lab and will not accept any trench backfill or allow any pavement repair until proper compaction is verified by the lab. Also, the inspector will verify that the base and asphalt mix design meets City standards.

In terms of asphalt overlay and other asphalt-related activities, Willdan's inspectors will meet with the contractor prior to asphalt placement to ensure the asphalt mix design has been approved by the City, review traffic control plan and planned haul routes, measure the street section and provide the City's Project Manager with an estimate for the work, monitor cold milling and other preparatory work for conformance with the plans and specifications, monitor paving to ensure minimum compaction requirements are being met, monitor traffic control during the entire operation and report deficiencies to the City's Project Manager, work with the City's material testing lab to monitor the asphalt plant, and ensure adequate temporary traffic control is installed.

After paving has been completed, our inspector will monitor installation of the final striping. The final striping should be installed within the time specified in the project specifications. The contractor will be required to cat-track all areas that are to receive striping and our inspector will work with the City's Traffic Engineer or designated representative to monitor the final installation for conformance with applicable City standards and plans.

#### **Project-Specific Quality Assurance Plan**

Quality assurance and control procedures are critical to ensuring that sound practices and quality deliverables are provided to our clients throughout project construction. Willdan's Contract Manager, Mr. Baca, will prepare project-specific quality assurance plans and oversee their implementation and use throughout the term of each project. The basic goal of the quality assurance plan is to provide quality work delivered on time and within budget. It is a primary tool of the project effort with periodic team meetings to:



- Address contractor coordination issues
- Identify key dates to maintain the project schedule
- Investigate constructability
- Discuss construction sequencing
- Track progress

This project-specific plan will include, at a minimum, the project description and objectives; required services; project organization; construction schedule; standards of practice; project procedures; procedures for preparing calculations, drawings, and reports; and procedures for logging, disseminating, and filing correspondence, meeting minutes, and other project-specific documentation.

### Permit Tracking

Willdan is currently providing these same types of services to Rialto, Paramount, Long Beach, La Puente, Maywood, Loma Linda, Banning, Colton, Canyon Lake, March Joint Power Authority, Highland, Calimesa, Morongo Band of Mission Indians, and other municipalities and agencies throughout the state.

Willdan utilizes two systems for tracking of both building and public works permits. The first system utilizes a simple spreadsheet. The second system utilizes Willdan's proprietary Plan Check Tracking System software to monitor permit activity. The system allows the permittee and City officials to use the web-based program to view the current budget and status of each permit.

### Work Plan

One of the keys to avoiding construction issues is to begin with a well-defined work plan. Willdan will provide a construction management work plan for each of the City's projects to provide for any scope required – from simple inspection to complete program and construction management, including oversight and management of the design team, administration of the general contractor's contract, project scheduling, project budget, project controls, building inspections, public works inspection, and materials testing compliance. Upon receiving an assignment, our construction manager will prepare a work plan that fully addresses staffing and assignments, scope of work, deliverables, budget, and a project schedule. The work plan will provide definitive directions to the project team as agreed to by the City. At a minimum, the plan will address project team meetings, effective communication mediums, and scheduled quality control processes.

The work plan incorporates our standard procedures for document control and recordkeeping. Our staff is well aware of construction field issues – such as traffic control, testing procedures, public safety, and contractor relations – that may affect a project. Our staff knows the importance of accurate documentation to ensure the City's liability is protected. Applying a uniform standard of excellence is the only way to ensure documents are written and filed appropriately for effective claims avoidance and/or mitigation and resolution. In line with this, Willdan adopted Caltrans' Construction Manual and Bridge Construction Records and Procedures Manual, Volumes 1 and 2, as our standard procedures over 25 years ago.

Presented herein is Willdan's typical project work plan. Because our standard procedures already incorporate Caltrans standards and manuals, our typical work plan is fully compliant with requirements for federally-funded projects without any adjustment to our normal construction management and inspection processes. As presented in the previous section, Willdan will develop a work plan that is specific to each project awarded.

#### Task 1 – Constructability Review

1. Conduct a thorough review of the construction plans and specifications, including analysis of quantities and costs, check of construction phasing, full analysis of the contractor's schedule, and applicable requirements for federal funding and reimbursement submittals.
2. Identify the elements of construction that could be substituted with more efficient materials and associated methods.
3. Provide a thorough review of the construction sequence necessary to complete the improvements included in the construction contract.
4. Verify through in-house design support consultation that each identified item of concern is interpreted properly.
5. Once a set of recommended corrections is developed, verify that time constraints do not impact implementation.
6. Prepare a report of findings and outline recommendations to reconcile issues discovered and generally to expedite the project.

## Task 2 – Resident Engineering

1. Conduct thorough review of soils report, construction plans, and specifications and review schedule section of proposed project specifications for conformance with Caltrans standards.
2. Prepare list incorporating items of concern such as difficulties completing any construction element, conflicts between elements or environment, elements of construction that could be substituted with more efficient materials and methods, or elements of construction that are not appropriately compensated by bid schedule and include potential recommended corrections
3. Review project quantities and bid items and provide review engineer's estimate of work.
4. Review documentation for compliance with stakeholder agencies' requirements for traffic control plans, construction scheduling and sequencing, and permitting, including DBE good faith efforts if applicable.
5. Confirm that the contractor's SWPPP plan meets QSD/QSP requirements and all storm water permits are in place.
6. Verify method for determining weather-related construction delays is included in contract.
7. Verify that specifications include appropriate language requiring on-the-job training.
8. Verify that specifications require contractor to submit monthly schedule updates with progress payment requests and weekly submission of two-week look-ahead schedule.
9. Revise City's boilerplate specifications to include requirement for contractor to submit conditional releases with each progress payment request and unconditional releases with final payment request.
10. Provide thorough review of construction schedule.
11. Attend prebid site meeting.
12. Coordinate design revisions, requests for information (RFIs), and other appurtenant work with City's design consultant.
13. Attend bid opening.
14. Review three lowest bids and DBE good faith efforts.

15. Verify low bidder's qualifications and prepare bid summary, contract award recommendation, and notice of award.

### Task 3 – Construction Management

1. Assist City with public awareness and information program to keep residents and local stakeholders advised of project status along with impacts to traffic flow circulation, including answering public's questions about project.
2. Prepare construction file. A copy of Willdan's LAPM file checklist can be provided upon request.
3. Ensure contractor distributes public construction notices and places construction and information signs.
4. Prepare special concerns to be presented at preconstruction conference.
5. Conduct preconstruction meeting, prepare meeting minutes, and distribute to attendees.
6. Review contractor's safety program in consultation with City staff.
7. Through Willdan's system of project control, monitor activities related to project such that project is constructed in timely fashion pursuant to contract documents and LAPM.
8. Using the City's current VPM program, Willdan's Construction Managers will log, track, and process submittals, RFIs, releases for construction (RFCs), contract change orders (CCOs), field directives, notices of proposed change (NOPCs), non-conformance reports (NCRs), construction schedule, and detailed traffic control plan.
9. Closely review schedule and advise contractor to take action on schedule slippage.
10. Document contractor's 20-day notices, mechanic's liens, and stop notices.
11. Assume responsibility for coordination with inspection staff and City staff.
12. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
13. Coordinate contractor's field work with utility companies and other agencies.
14. Prepare weekly statement of working days and submit to contractor and City.
15. Provide monthly progress report. A sample of Willdan's monthly report can be provided upon request.
16. Establish and conduct weekly construction progress meetings to:



- Resolve all old business issues to maximum extent possible
- Address all items of new business as presented by any party
- Review project schedule and address any deviations
- Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, CCO, NCR, and NOPC logs
- List status of construction items recently undertaken or ongoing
- List planned construction items for next two weeks (two-week look ahead schedule)
- Review SWPPP issues
- Review contractor's safety program

A sample of Willdan's weekly meeting minutes can be provided upon request.

1. Prepare minutes for weekly construction progress meeting.
2. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
3. Evaluate and respond to contractor's requests for clarification of plans and specifications.
4. Ensure that all questions, conflicts, and issues are immediately brought to City's attention and addressed with appropriate directives to contractor.
5. Conduct special site meetings, when necessary, with contractor and City staff to review job progress, scheduling, and coordination.
6. Perform quantity, time, and cost analyses required for negotiation of contract changes.
7. Negotiate and prepare change orders, including memorandum of explanation and cost estimates, to substantiate change order and send to City for review.
8. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
9. Maintain all data for change orders and record information with regard to time of dispute, time of notification by contractor, and action taken by inspector.

10. Monitor materials documentation and testing results and enforce corrections.
11. Review for approval contractor's progress payment requests, including verifying LAPM compliance status and impact on payment; negotiate differences over amount with contractor; and process payments through City's Project Manager.
12. Monitor preparation of punch list at substantial completion and follow up.
13. Routinely review construction files to ensure conformance to City standards and good construction management practices.
14. Ensure City receives as-built set of drawings at completion.
15. Assist City with stop notices and release of retention.
16. Provide memorandum of clearance to issue notice of completion.
17. Finalize and deliver all construction files and supplies to City for their records.

#### Task 4 – Construction Inspection

1. Review plans, specifications, and all other contract- and construction-related documents.
  2. Conduct field investigation to become familiar with existing facilities and project environment.
  3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
  4. Verify that contractor conforms to design survey line and grades.
  5. Attend weekly progress meetings with resident engineer, contractor, and subcontractors.
  6. Provide full-time and as-needed construction inspection, including night inspection, of work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
  7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations.
- Although Willdan will monitor activities, it is contractor's sole responsibility to provide workers with safe working environment.

8. Assist City's labor compliance manager with federally-compliant labor and equipment reports, labor classification interviews, and assist with certified payroll review.
9. Monitor compliance with Clean Air Act and Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor contractor's compliance with approved SWPPP.
10. Meet with contractor at beginning of each day and review proposed work plan, including specific details that may affect progress.
11. Conduct daily measurements of quantities of work with contractor.
12. Review actual contractor performance throughout day and discuss discrepancies with contractor as they occur.
13. Assist in coordination of engineering support, surveying, special inspections, and field work by utility companies.
14. Ensure compliance of Underground Service Alert notification/delineation.
15. Evaluate contractor's operation and production with respect to quality and progress and report to resident engineer.
16. Photograph continuous property frontages along street alignment once prior to construction and once immediately following construction. Maintain photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims. Photos will be uploaded to the City's VPM program by the next work day.
17. Closely monitor testing results and require contractor to provide corrective measures to achieve compliance.
18. Maintain copies of all permits needed to construct project and enforce special requirements of each.
19. Prepare and maintain detailed daily diary inspector reports on construction progress.
20. Prepare clear and concise letters and memoranda, as needed. Establish solid paper trail.
21. Maintain field file bound workbooks during construction, including cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.

22. Review construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of work.
23. Analyze delays and review claims on timely basis; make recommendations to construction manager.
24. Assist with review and evaluation of change order work.
25. Provide complete measurements and calculations documented to administer progress payments.
26. Maintain and submit red-lined set of plans for as-built corrections on record drawings to be filed with City. (City's design consultant will transfer contractor's record drawings to original Mylar drawings.)
27. Prepare punch list at substantial completion and follow up with contractor on correction progress.
28. Schedule final inspection with City and applicable agencies; prepare, distribute, and inspect corrections to final punch list for completion; and recommend final acceptance.
29. Prepare documentation for final payment to contractor.
30. Upon project completion, provide finished set of project workbooks to City.

#### Task 5 – Geotechnical and Materials Testing

1. Attend meetings, as needed, with project team.
2. Review existing geotechnical reports and project plans and specifications.
3. Observe and test during clearing and grubbing, grading, shoring installation, foundation excavation, site utility trench backfilling, and subgrade preparation.
4. Perform laboratory testing.
5. Provide continuous soils engineering support during construction.
6. Provide certified reinforced concrete inspector during reinforcing steel placement and all structural concrete placement.
7. Verify compliance with approved project plans, specifications, and applicable code requirements.
8. Sample and test concrete for compressive strength.



9. Provide certified reinforced concrete inspector during placement of any epoxy/anchors and screw anchor placement.
10. Inspect placement of any epoxy/anchors and screw anchor placement for compliance with plans and specifications.
11. Monitor placement of any epoxy/anchors and screw anchor placement.
12. Provide qualified technician as required for concrete placement and as inspector backup for large or elevated pours and torque testing.
13. Sample and test concrete/for slump, temperature, compressive strength, and sampling rebar for testing, if required.
14. Provide engineering support, inspector/technician coordination, dispatch, material engineering review, test reporting, QA/QC, and administrative support services.
15. Submit reports/updates of ongoing tests; i.e., seven-day and off-schedule breaks.
16. Submit final report of completed laboratory tests; i.e., 28-day results for concrete.
17. Submit – for City review – daily field-testing and inspection reports indicating information pertinent to inspections performed and compliance/non-compliance with project documents and applicable codes.

#### Task 6 – Utility Coordination

1. Send utility notice of preconstruction meeting to be affected utility companies and agencies.
2. Review scope of work for possible conflicts with utility companies.

#### Task 7 – Public Outreach

Even a project that is constructed safely, on time, and within budget can be perceived as a failure if public relations are not handled professionally and proactively. The City's projects may impact the public and require effective public relations by the project team. Willdan will act as the primary contact during construction for the public to address concerns related to the project. All public concerns will be listened to with an empathetic ear. Contact information will

be gathered and logged with the issues raised, and resolution of each issue will be proactively processed as acceptable to the City. If community outreach is required for the project, Willdan will:

1. Prepare and distribute informational flyers to residents and business owners within the project area prior to, at 50 percent, and near project completion advising:
  - when and what will take place
  - how much time it will take
  - what impacts may occur throughout the area
  - what precautions business owners and residents should take
  - what traffic control measures will be taken to minimize construction impacts to business owners and residents
  - where detours will be established – maps to be provided
  - what construction operations may affect ingress and egress to particular properties
2. Setup a 24-hour telephone number to receive complaints. Respond to complaints within 24 hours and notify the City within that time of said resolution.
3. Hold informational meetings with area residents and business owners to include two meetings prior to construction and one meeting during construction.
4. Maintain a log of telephone calls documenting complaints received and actions taken to resolve the complaint; provide the City a weekly summary sheet documenting complaints/comments filed along with the action taken and resolution selected.
5. Ensure maintenance of detours and access to businesses and resolve any issues arising from detours.

#### Deliverables

- **Constructability Review.** Willdan will provide requested reviews within five business days of the notice to proceed.
- **Preconstruction Minutes.** Willdan's Resident/Engineer Construction Manager will provide the preconstruction meeting minutes within two working days of the meeting date.

- **Daily Logs.** Willdan's inspection personnel will provide detailed daily logs at the end of each work week. Daily logs can be provided the City's VPM software program or pdfs of the inspector's daily reports can be e-mailed to the City's PM.
- **Weekly Report.** Detailed weekly reports will be submitted at the end of each work week.
- **Monthly Report.** The required monthly report will be submitted with the monthly progress payment.
- **As Built Plans.** As-built plans will be provided on a weekly basis with final plans submitted within five days after cessation of work.
- **Public Relations.** If requested, the City will be provided with a detailed call log on a weekly basis.
- **Progress Payments.** Payments will be submitted monthly and will include Willdan's payment recommendations.
- **Material Testing Results.** Material testing field notes will be provided weekly basis and final reports will be submitted with the monthly report.
- **BMP Reports.** BMP reports will be submitted with the weekly reports.
- **Final Construction Management Files.** The final construction management file will be submitted with 15 days after cessation of work.

### Additional Services

#### Labor Compliance

1. If applicable, attend pre-bid conference to present general requirements of bid preparation for project.
2. Verify applicable wage determination 10 days prior to bid opening and document verification as required. If wage determination has changed from what appears in project specifications, provide addendum and proof of receipt by bidders.
3. Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with State of California Contractors License Board and non-appearance on Federal List of Parties Excluded (debarment list).

4. Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors and prepare minutes and attendance record.
5. Verify and document jobsite posting of wage rate information and labor compliance posters.
6. Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor weekly payroll documentation on continuous basis, including certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
7. Follow up with contractor by telephone and/or certified mail regarding required document submittals and payroll discrepancies.
8. Coordinate withholding of progress and/or retention payments with County staff if contractor fails to abide by labor compliance requirements.
9. Receive, pursue, and document labor complaints and recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
10. Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
11. Coordinate project file reviews by authorized county, state, and federal agencies.
12. Submit complete federal labor compliance file to County for retention (federal labor compliance files are to be retained for period of not less than three years).

#### Funding Submittals

1. Send copy of notice of preconstruction meeting to Caltrans.
2. Prepare local agency contract award checklist.
3. Prepare detail estimate and summary and finance letter based upon low bid.
4. Obtain from contractor Local Agency Bidder –DBE Commitment (construction contracts) and Local Agency Bidder – DBE Information (construction contracts) based upon low bid.



5. Prepare resident engineer's construction contract administration checklist to help local agency with administration of federal-aid project.
6. Submit to Caltrans DLAE Item Nos. 2 through 5 along with City-provided data for engineer's final opinion of probable construction cost, contractor's bid, bid analysis, executed contract, and as advertised plans and specifications.
7. Prepare progress invoice at least every six months based upon contractor's contract progress reports and submit to Caltrans DLAE.
8. Prepare federal report of expenditures letter and report of expenditures checklist based upon statement of working days.
9. Prepare local agency final inspection form to initiate Caltrans' jobsite review and verification of project completion.
10. Prepare materials certificate for resident engineer's signature to show that results of tests on acceptance samples indicate materials incorporated in construction work and construction operations controlled by sampling and testing conformed with approved plans and specifications.
11. Prepare final invoice, final detail estimate and summary, and change order summary Caltrans exhibit forms based upon contractor's final contract progress report.
12. Submit to Caltrans DLAE Item Nos. 2 through 5 and attach Final Report – Utilization of DBE, First Tier Subcontractors and DBE Certification Status Change to initiate timely project closure and payment.
13. Following receipt of final payment check from State Controller's Office, include documents and submittals in federal funding file, and make PDF formatted file on CD for City.

## 2. Management of Resources

Willdan is well prepared to successfully provide on-call construction management and inspection services to the City of Brea. The services described in our proposal will be provided by our in-house staff and we do not anticipate the use of any subconsultants at this time. Over the past 55 years, we have provided on-call construction engineering services to many Orange County agencies and throughout the State of California – including the Cities of Tustin, Pomona,

Laguna Niguel, Newport Beach, Palm Springs, Rialto, Grand Terrace, Redlands, Chino, Long Beach, Santa Monica, and Davis; County of Riverside; and many others. Willdan's talented staff of local construction managers and inspectors have provided construction engineering services on projects similar to those listed in the City's current CIP budget. They are available on a full- or part-time basis as required by the City. In addition to our local staff, we can call upon in-house resources from other offices to provide any additional coverage the City may need.

Willdan's proposed team members have extensive experience handling complex public works inspection projects, including those administered by Caltrans. Willdan has detailed knowledge of the current LAPM and can provide project management from the funding procurement stage through project close-out. Our proposed team has participated in over 100 successful Caltrans audits and has success managing all types of specially-funded projects.

Our designated Construction Managers and inspectors will provide the City with weekly project updates. The weekly project updates include the latest information for the current inspection/CM budget, construction costs, updated schedule reviews with comments, proposed change order cost, and projected final project construction costs. In addition to the report, Willdan will hold weekly meetings with the Contractor to discuss the project schedule, required testing of upcoming work and failed tests that need to be addressed before proceeding with other work, proposed and executed change orders, and other appurtenant items. The use of weekly meetings greatly enhances the communication between the construction team and helps to ensure the project is completed on-time and within budget.

#### **d. Exceptions/Deviations**

Willdan does not have any exceptions at this time.

## Fee Proposal



## Schedule of Hourly Rates

Effective May 1, 2019 to December 31, 2021

### ENGINEERING

Technical Aide I	\$64	Assistant Engineer I	\$116	Project Manager I	\$150
Technical Aide II	\$83	Assistant Engineer II	\$132	Project Manager II	\$171
Technical Aide III	\$103	Assistant Engineer III	\$138	Project Manager III	\$183
Drafter I	\$104	Assistant Engineer IV	\$143	Project Manager IV	\$199
Drafter II	\$121	Associate Engineer I	\$149	Program Manager I	\$167
Senior Drafter	\$134	Associate Engineer II	\$155	Program Manager II	\$185
GIS Analyst I	\$139	Associate Engineer III	\$161	Program Manager III	\$204
GIS Analyst II	\$158	Design Engineer	\$163	City Engineer I	\$199
GIS Analyst III	\$173	Senior Design Engineer	\$169	City Engineer II	\$209
Designer I	\$139	Senior Engineer I	\$164	Principal Project Manager	\$199
Designer II	\$145	Senior Engineer II	\$167	Deputy Director	\$207
Traffic Engineer I	\$185	Senior Engineer III	\$171	Director	\$212
Traffic Engineer II	\$199	Senior Engineer IV	\$181	Principal Engineer	\$230
Senior Designer I	\$153	Supervising Engineer	\$187		
Senior Designer II	\$160				

### CONSTRUCTION MANAGEMENT

Labor Compliance Specialist	\$115	Asst. Construction Manager	\$145	Project Manager IV	\$199
Labor Compliance Manager	\$145	Construction Manager	\$169	Deputy Director	\$207
Utility Coordinator	\$153	Sr. Construction Manager	\$175	Director	\$212

### MAPPING & EXPERT SERVICES

Survey Analyst I	\$121	Calculator II	\$134	Principal Project Manager	\$199
Survey Analyst II	\$139	Calculator III	\$146	Supervisor	175
Calculator I	\$121	Senior Survey Analyst	\$158		

### INSPECTION SERVICES

Senior Public Works Observer (Non-Prevailing Wage)	\$108	ADMINISTRATIVE	
Senior Public works Observer (Prevailing Wage)	\$116	Administrative Assistant	\$80

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%)

will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2018 thru June 30, 2019, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/ San Francisco/San Jose area and five percent.

## Appendix

### Status of Past and Present Contracts Form

We have included the required Status of Past and Present Contracts Form on the following page.

CITY OF BREA

**Construction Management & Inspection Services RFP, April 2019**

**Status of Past and Present Contracts Form**

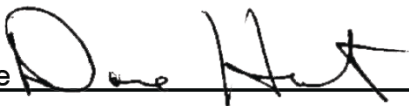
On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Willdan has no past or present contracts in which the contract has ended or will end in a termination, settlement or in legal action.

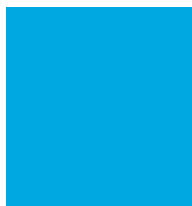
<b>Project city/agency/other:</b>	Not Applicable
<b>Contact name:</b> N/A	<b>Phone:</b> N/A
<b>Project award date:</b> N/A	<b>Original Contract Value:</b> N/A
<b>Term of Contract:</b>	N/A
<b>1) Status of contract:</b> N/A	
<b>2) Identify claims/litigation or settlements associated with the contract:</b> N/A	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature   
Name: Dave Hunt, PE  
Title: Senior Vice President

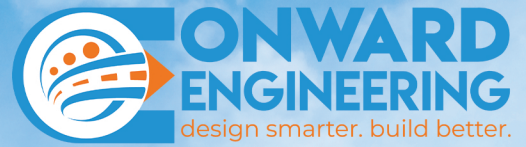
Date May 10, 2019





13191 Crossroads Parkway North, Suite 405  
Industry, California 91746-3443  
800.499.4484 | 562.908.6200 | Fax: 562.695.2120  
[www.willdan.com](http://www.willdan.com)





300 S. Harbor Blvd., Suite 814  
Anaheim, CA. 92803  
[www.oe-eng.com](http://www.oe-eng.com)

## REQUEST FOR PROPOSAL

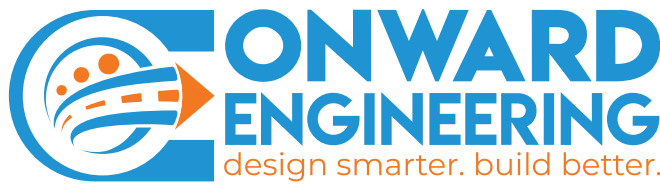
Professional Consulting Services  
Construction Management  
and Inspection Services  
FY 2018-2019

THE CITY OF



Engineering Division  
Public Works Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732





300 S. Harbor Blvd.  
Suite 814  
Anaheim, CA. 92805  
714.533.3050  
[www.oe-eng.com](http://www.oe-eng.com)

Engineering Division - Public Works

March 10<sup>th</sup>, 2019

Attn: Ms. Crystal Robinson - City of Brea

1 Civic & Cultural Center, Brea, CA 92821-5732

**SUBJECT: RFP FOR PROFESSIONAL CONSULTING SERVICES FOR CONSTRUCTION MANAGEMENT  
AND INSPECTION SERVICES - FY 2018-2019**

Onward Engineering (OE) is committed to a partnership with the City of Brea to provide Professional Consulting Services for Construction Management & Inspection Services-FY 2018-2019. OE is committed to raising the bar in providing customized consulting services to public agencies. OE will be on-hand and ready to handle any of the City of Brea's construction support needs if selected.

We stand behind our track record of consistently completing projects on for Cities in Southern California. As a boutique firm, we offer customizable solutions. We always give our clients a personalized approach and our philosophy emphasizes using and developing innovative technology to guarantee efficiency and productivity—and putting these tools at our stakeholders' fingertips.

We propose several outreach services which allow the City to leverage technology to provide multiple modes of project information dissemination. This includes a document control system that allows collaboration and transparency; public outreach tools which include a website, dynamic maps, and a project hotline; and scheduling software which allows for clear delineation of tasks, milestones, and resources.

Although tools and systems are indispensable resources, the team of a firm is the heart and core of a business, and the OE team is no exception. Our Construction Managers understand the intricacies of Public Works construction and can step in as the City's advocate if selected. They are intimately familiar in working with multiple agencies such as Federal, State Caltrans, OCTA, Flood Control Districts, Water Districts, Federal and Local Districts, Transportation Commissions, and the public. Our Construction Managers are backed by a deep bench of Construction Inspectors, ensuring that the City of Brea can be served regardless of the workload. Their attention to detail and ability to control traffic during construction keeps the jobsite safe throughout the project duration.

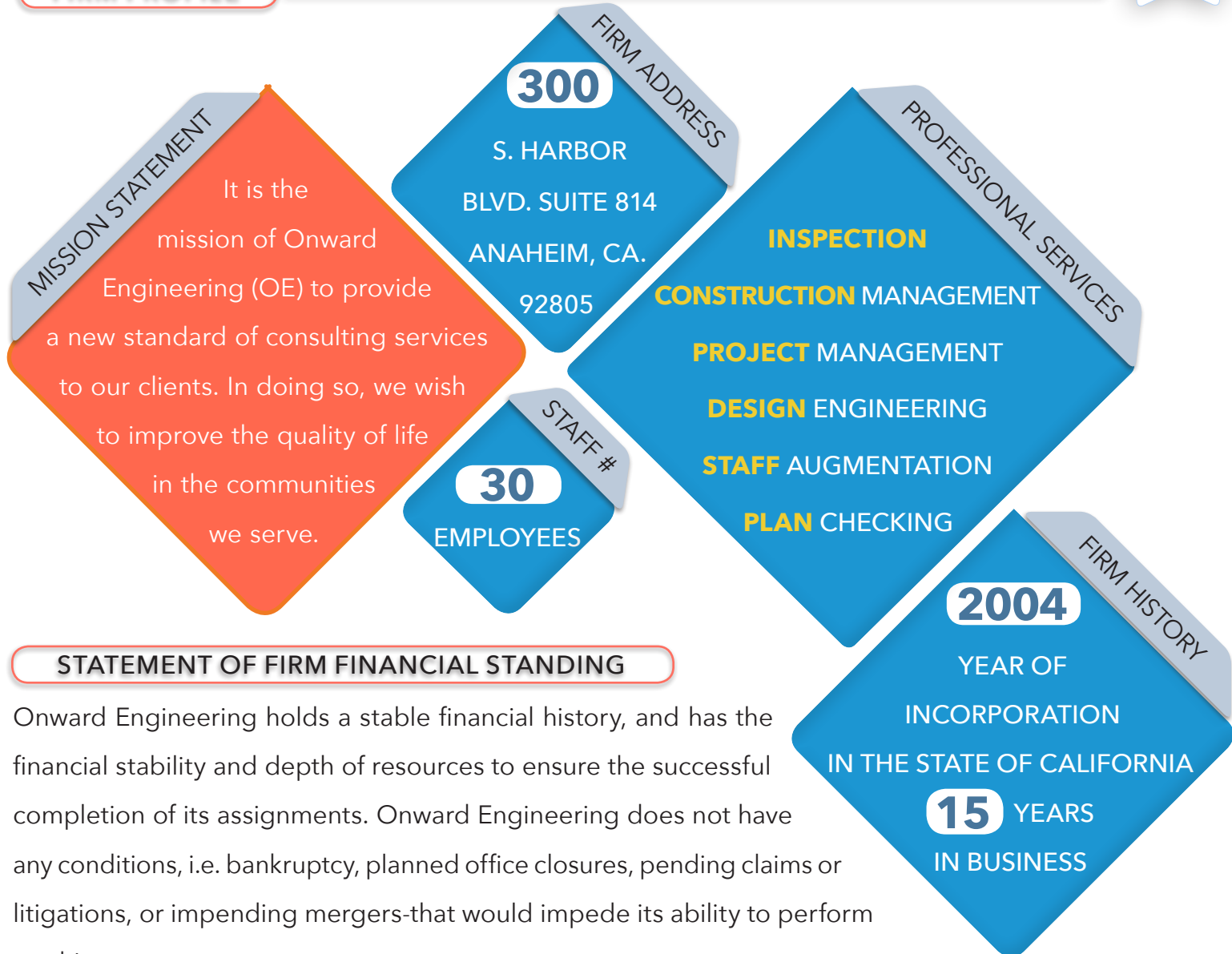
I will act as the Principal-In-Charge for this contract and the individual responsible for entering OE into agreement with the City of Brea. If you have any questions, please feel free to contact me at any time at (714) 533-3050, by fax at (714) 948-8978 or by email at [mataya@oe-eng.com](mailto:mataya@oe-eng.com). We hope that our Firm is selected, we are sure that we will continue working as an advocate for the City and exceed your expectations with every project.

Thank you,

A handwritten signature in blue ink that reads "Majdi Ataya". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Majdi Ataya, PE,  
President



**FIRM PROFILE****STATEMENT OF FIRM FINANCIAL STANDING**

Onward Engineering holds a stable financial history, and has the financial stability and depth of resources to ensure the successful completion of its assignments. Onward Engineering does not have any conditions, i.e. bankruptcy, planned office closures, pending claims or litigations, or impending mergers-that would impede its ability to perform on this contract.

**EXECUTIVE SUMMARY**

Onward Engineering (OE) is a full-service civil engineering firm established in 2004 with the ambition to deliver consulting services to public agencies including municipal, state, and federal government clients. For the past 15 years, OE has amassed a wealth of knowledge, skills and experience by means of providing specific tailored services that catered to the needs of local agencies on an expanding list of Capital Improvement Projects. Municipalities for which OE has served on similar projects include the Cities of Diamond Bar, Anaheim, Rancho Cucamonga, Villa Park, Lake Forest, Laguna Beach and Costa Mesa, among others. Our submittal is centered around three key criteria which differentiate our Firm from others, as listed on the following page:

## 1. EXPERIENCE WITH THE CITY OF BREA

OE and Brea have maintained a long-standing relationship for many years, working on public works projects including street rehabilitation, sewer line replacement, and water line replacement projects. The following are a select list projects OE performed for the City of Brea:

City Ventures Development Project

State College Boulevard Rehabilitation Project

Cinnamon Tract Rehabilitation Project

Lambert Road Rehabilitation (Phase I)

Midbury Tract & Water main Improvement

Elm St. Rehabilitation/Waterline Replacement

La Floresta Village Development Project

Blackstone Development Project

Cherry/Alder Sewer Upgrades (Phase V)

Berry St./Imperial Hwy. Sewer Main Replacement

Imperial Highway Greenbelt Improvement

Valencia Ave. Landscaped Median Improvements

Miscellaneous Sewer & Alley Improvements

During this time, OE has gained a deep understanding of what the City expects from us. We also have the unique advantage of proposing a staff that the City has worked with, is working with, and enjoys working with. This means a team that knows the City, has familiarity with the residents and businesses, possess a knowledge of the City's roadway network, and understanding of the City's **Virtual Project Manager (VPM) Software**. OE proposes our team to provide the City of Brea with Construction Management and Inspection Services - our second key criteria:

## 2. DEPTH OF THE OE STAFF

The OE staff is deep. The City of Brea knows this because of our past responsiveness to the City's needs quick turnaround on several projects. The City of Brea will always have a direct line to Majdi Ataya, who will be the Principal-in-Charge on this contract. This responsiveness and flexibility positions us as a unique type of firm that can provide big firm experience with boutique firm personalization and support. When selected on a project, OE will make sure that the City of Brea remains a priority for the duration of that project. OE will also be able to respond quickly to demand changes and short turn-around requests, and to manage the work of the Contractor effectively and efficiently.

## 3. COMMITMENT TO CITY OF BREA'S FUTURE

OE is invested in the future of the communities we serve, because we care about the projects we build. Our goal is to *design smarter, build better*. This means humanizing and understanding the goals for each project and then advocating in the City's interest to achieve those goals. We view our time working in the City of Brea as a partnership, whereby we serve the City to improve its infrastructure, and to leave a positive impact on the community. The defining OE characteristic is our commitment to our clients and our enthusiasm for the projects we take on.



## FIRM EXPERIENCE &amp; REFERENCES

City of **DIAMOND BAR****7-YEAR ANNUAL RESIDENTIAL/ARTERIAL ROADWAY REHABILITATION****KIMBERLY MOLINA YOUNG - Senior Civil Engineer**

OE provided Construction Management along with Design Engineering services to the City of Diamond Bar on their annual arterial and residential roadway maintenance projects for an annual period of 7 years. Years 2010 and 2011 were awarded as separate contracts. The City awarded OE an additional 3-year contract for 2012-2014. In 2015, the City of Diamond Bar awarded OE yet another annual rehabilitation project. The project sizes and costs were: 2010: 11.8 miles of arterial & residential streets (\$908 K), 2011: 19 miles of arterial & residential streets (\$1.8 M), 2012: 10 miles of arterial & residential streets (\$1.1 M), 2013: 13 miles of arterial & residential streets (\$1.3 M), 2014: 14.5 miles of residential, arterial & collector streets (\$1.8 M), 2015: 14 miles of residential, arterial & collector streets (\$1.75 M) and 2016/2017: 16.6 miles of residential and collector streets (\$1.58 million). The general scope of work for each year's project included localized R&R patching, grind and overlay, cape and slurry seal, traffic loops, traffic striping, and required heavy traffic phasing and traffic control review. OE assisted the City through the project bidding phase, developing text and stipulations for the bid package to ensure contractor availability during the desired working months. Due to the proximity to freeways, OE also coordinated with Caltrans to obtain encroachment permits for the City for four of the projects, which was essential.

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kyoung@diamondbarca.gov

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Diamond Bar, CA 91765

City of **COSTA MESA****HARBOR BOULEVARD & ADAMS AVENUE WIDENING PROJECT****RAJA SETHURAMAN - Manager Transportation Services**

OE provided to the City of Costa Mesa with Construction Management and Inspection services on the Harbor Boulevard & Adams Avenue project and was funded by Measure 2, State-Local Partnership Program, and Traffic Impact Fee funds. The project required adding a third dedicated left turn lane eastbound on Adams Avenue, a second dedicated right-turn southbound on Harbor Boulevard, and lastly, extending the northbound

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rsethuraman@ci.costa-mesa.ca.us

77 Fair Drive

Costa Mesa, CA 92628-1200

left turn lane on Harbor Boulevard. It consisted of major widening along the southerly side of Adams Avenue near the intersection. The project also included decorative crosswalks at the Harbor Boulevard Adams Avenue intersection, traffic signal modifications, median alterations, landscaping, and a general grind and overlay of the roadway. Harbor Blvd. & Adams Avenue are two heavily used arterial roads that provide access to multiple businesses and shopping centers, and access to the Orange Coast College, as a result of the construction OE's inspector provided the City with heavy traffic control. This project was identified in a Memorandum of Understanding (MOU) executed by OCTA, Costa Mesa, Fountain Valley, and Huntington Beach for the Garfield Ave.-Gisler Ave. Bridge over the Santa Ana River.

**City of LAKE FOREST****ADA ACCESS RAMP IMPROVEMENT PROJECT - PHASE 7**

OE provided Construction Management and Inspection services to the City of Lake Forest on the ADA Access Ramp Improvements Project. The project was funded utilizing a Community Development Block Grant (CDBG). The project called for constructing 37 access ramps that comply with current Americans with Disabilities Act (ADA) and the State of California Building Code (Title 24) standards and requirements. The project required surveying and documenting the current conditions of the existing ramps and hardscape improvements within the right-of-way, preparing construction documents, and providing engineering support for this Phase 7 ADA project. OE prepared the construction specifications with full details of each ramp including elevations, slopes and limits of construction, including storm water compliance documentation and project requirements, and the required CDBG construction documents.

**TAYLOR ABERNATHY - Principal Civil Engineer**

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tabernathy@lakeforestca.gov

25550 Commercentre Drive,  
Lake Forest, CA 92630**City of LAKE FOREST****SLURRY SEAL NON-ARTERIAL STREETS, ZONE B (PW 2018-05A)**

OE provided Construction Management and Inspection services for the City of Lake Forest on the Slurry Seal Non-Arterial Streets, Zone B Project. The intent of the project was to rehabilitate streets within the City. The Scope of Work included identifying locations for 2" grind and overlay, as well as dig-outs, and the remaining streets were slated for slurry seal.

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**City of LAGUNA BEACH****SKYLINE, BLUEBIRD CANYON, & SUMMIT DR. REHABILITATION**

OE provided full Construction Management and Inspection Services for the City of Laguna Beach. The project limits were split into three areas: Area A (Skyline) includes 934,523 sf, Area B (Lower Bluebird Canyon) includes 158,057 sf, and Area C (Summit Drive) is 185,961 sf. The work included variable grind and overlay in some areas, and Type I Slurry Seal in other areas. There was 2,562 square feet of French Drain that was installed in Area A. A 4" drain line was connected to a catch basin in Area A as well. The specifications also called for new traffic signal poles at the Skyline Drive, Crestview Drive, and Fern Street Intersections. The project also encompassed parkway and curb and gutter improvements, signage and striping.

**MARK TRESTIK - Assistant City Engineer**

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505 Forest Avenue

Laguna Beach, CA 92651

**City of CERRITOS****STUDEBAKER RD. REHABILITATION (FED. & CALTRANS)**

OE provided Inspection services to the City of Cerritos on this 1-mile-long Studebaker Road Rehabilitation Project. The project limits spanned Studebaker Road from South Street north to Artesia Boulevard. The project was federally funded and required compliance with the Caltrans' Local Assistance Procedures Manual (LAPM). The scope of work included rehabilitation along Studebaker Road of 2 inches of cold-milling and overlay. The construction work included removal and replacement of damaged and non-ADA-compliant curb and gutter, sidewalk, and access ramps. The paving work was done nightly, between 10:00 pm and 6:00 am.

**FREDY A. BONILLA, PE - Project Manager**

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fbonilla@cerritos.us

18125 Bloomfield Avenue

Cerritos, CA 90703

**City of SOUTH GATE****ATLANTIC AVENUE CORRIDOR IMPROVEMENT PROJECT**

OE provided Construction Management & Inspection services for the City of South Gate. The project limits were on two arterial streets: Atlantic Ave. from Firestone Blvd. to Patata St. (1,300 LF) and Firestone Boulevard, from Dorothy Ave. to Atlantic Ave. (2,200 LF). The project involved intersection widening/realignment to increase the number of thru, left turn lanes, the length of turn pockets, and right turn lanes. The scope also

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South Gate, CA 90280



required a concrete approach to the intersection; grind and ARHM overlay; four legs of the intersection; 50,000 SF of sidewalk, 1,850 LF of curb and gutter, 2,100 LF of DIP waterline and 2,840 LF of recycled waterline, and 4,656 LF of median island curb with decorative landscaping and a City monument sign. This project was funded with Measure R, MTA and other state funding sources, and required the preparation of an award package and the continued upkeep of project files, invoices, reports and submittals in accordance with Caltrans' LAPM.



## City of **REDONDO BEACH**

### AVIATION BLVD. PAVING REHABILITATION PROJECT (STPL)

OE provided Construction Management and Inspection services for the City of Redondo Beach on the federally funded street resurfacing project along Aviation Boulevard from Manhattan Beach Boulevard to Marine Avenue. The project included developing the Preliminary Environmental Study (PES) and submitting it to Caltrans. The design scope included a 2-inch cold-mill, a 5-inch AC removal, some areas of full-depth removal and replacement, ADA improvements for curb ramps, utility cover adjustment, traffic loop replacement, and striping. During construction, OE provided construction management services for the duration of the project, which included thorough and detailed file management due to the federally funded nature of the project.

**DIDAR KHANDKER, PE, MSCE** - Associate Civil Engineer

(310) 318-0661 x2456

[didar.khandker@redondo.org](mailto:didar.khandker@redondo.org)

415 Diamond Street

Redondo Beach, CA 90277



## City of **PICO RIVERA**

### TELEGRAPH RD. BEAUTIFICATION IMPROVEMENT (HSIP/PROP C)

Construction Management and Inspection services was provided to the City of Pico Rivera. The project limits were on Telegraph Road, between Rosemead Boulevard and Passons Boulevard and on Rosemead Boulevard between Telegraph Road and Vista Del Rosa. This high profile project was funded by the Federal Highway Safety Improvement Program (HSIP) and Proposition C. A portion of the project limits were in the City of Downey, and multi-agency coordination was essential for the successful completion of the project. Telegraph Road is a major residential and commercial thoroughfare running east-west. The roadway rehabilitation comprised of reconstruction of heavily deteriorated areas, including the Telegraph Road and Lindell Avenue intersection. The work also included a 2.5" grind and ARHM overlay. The project

**JOSE LOERA** - Associate Engineer

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6615 Passons Blvd.

Pico Rivera, CA 90660



also called for curb and gutter, sidewalk, curb ramps, and landscape median improvements. The landscape component entailed fine grading, automatic irrigation installation, constructing a moisture barrier, and placement of over 16,000 tons of mulch, nearly 2,000 shrubs, 85 trees, and 50 brown trunk palms. This was hailed as a landmark project for the City, and a ribbon cutting ceremony was held to celebrate the completion of work.

**City of PICO RIVERA****ROSEMEAD BLVD. BEAUTIFICATION PROJECT (STPL-L & PROP. C FUNDED)**

OE provided Construction Management services to the City of Pico **JOSE LOERA - Associate Engineer**

Rivera. Funded by STPL-L, SAFETEA-LU, Demo TEA-21, and Proposition C funds. Rosemead Boulevard is a key north-south corridor in the City that services over 30,000 vehicles per day. In addition, Rosemead serves as an access point to the I-5 and crosses two railroad track crossings

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Pico Rivera, CA 90660

within the project limits. During OE's preliminary field survey, it was noted that pavement conditions were significantly worse between Telegraph Road and Slauson Avenue. The scope of work included 46,700 SF of localized AC R&R, cold milling and ARHM overlay, decorative rocks in the median islands, 1,975 SF of driveway approaches, 13,100 SF of sidewalk, and 655 LF of curb and gutter. The project also entailed upgrading 19 ramps to ADA compliance, installing 24 traffic loops, and signage and traffic striping. OE has a thorough knowledge of Caltrans' LAPM, and was able to effectively manage the necessary documentation and filings for project funding.

**City of DOWNEY****GARDENDALE ST. PAVEMENT REHABILITATION FED. NO. STPL-5334 (047)**

OE provided to the City of Downey with Construction

**DESI GUTIERREZ, PE - Sr. Civil Engineer**

Management and Inspection Services. The project involved reconstructing failed pavement sections, cold-milling of the existing pavement, subgrade compaction, and construction of an asphalt pavement base course,

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Downey, CA 90241

leveling course, and rubberized asphalt overlay. The scope of work also included the installation of new fire hydrants, repairs to water mains, and water main installations through pressure testing and flushing. Concrete improvements included curbs, gutters, cross-gutter spandrels, alley approaches, cross gutters, ADA-compliant ramps, and sidewalks, as well as adjusting manholes and utility covers to grade, survey

monument preservation and restoration, installation of traffic loops, signing and striping for one lane in each direction, and Class II bike lanes.

**OCTA**

## CONSULTANT SERVICES FOR CALTRANS E-76

With Public Agency resources spread thin, some cities do not have available staff to obtain authorization to proceed with federally funded programs. The Orange County Transportation Agency selected Onward Engineering to provide On-Call technical support to assist OCTA and local agencies in all tasks related to the completion and approval of the "Request for Authorization to Proceed" (E-76) as required by Caltrans. OE has provided assistance to the Cities of Brea, Anaheim, Costa Mesa, Newport Beach, San Clemente, and Seal Beach for projects included in OCTA's 2012 Bicycle Corridor Improvement Project (BCIP). Projects have included the creation of City-wide bicycle corridors, new or improved off-street bike trails, installation of bike racks, and Elementary School level bicycle safety education. As a service provided by OCTA, OE's team has assisted the local agencies with the preparation, submittal, review, and approval process through Caltrans District 12 of the Preliminary Environmental Study in accordance with Caltrans' Local Assistance Procedures Manual (LAPM). OE also prepares the Right-of-Way Certification form, Field Review form, and Request for Authorization (RFA) for both Engineering and for Construction.

**LOUIS ZHOA - Funding Analyst**

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lzhao@octa.net

550 South Main Street  
Orange, CA 92863-1584**City of DIAMOND BAR**

## GRAND AVE. BEAUTIFICATION PROJECT, FED. PROJECT HPLUL-5455(016)

OE provided to the City of Diamond Bar with Construction Management and Inspection services. The project consisted of traffic signal equipment replacement, landscape and irrigation improvements, decorative crosswalks, and asphalt pavement rehabilitation of Grand Avenue at Diamond Bar Boulevard and Grand Avenue at Longview Drive. New decorative traffic signal poles and mast arms were installed within in the existing right-of-way. Several signal foundations required removal and, due to utility locations, the placement of temporary signal equipment to place a new foundation in the same location. Two of the signal foundations required re-design and engineering calculations due to utility

**KIMBERLY MOLINA YOUNG- Senior Civil Engineer**

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Diamond Bar, CA 91765



conflicts. A decorative City monument sign was installed east of the Longview Drive City limit, and decorative pre-cast concrete posts and wood rails were installed along the sidewalks and median islands. This was tied together with irrigation, landscaping, tree wells with tree grates including in-ground up-lighting for the parkway trees, and median landscaping with decorative rocks set in a concrete bed. Work also included the installation of decorative sidewalks and ADA ramps with colored concrete and decorative pavers at each intersection. Due to the traffic volume on Grand Avenue, this work was scheduled and coordinated in two phases: inside and outside lanes over two weekends. The removals began on Friday evening, concrete was formed and poured on Saturday, pavers were installed on Sunday, and full traffic operations were restored for the Monday morning peak traffic.

City of **BREA****IMPERIAL HIGHWAY GREENBELT IMPROVEMENT PROJECT (PN 7285)**

OE provided construction management services to the City of Brea for the Imperial Highway Greenbelt Improvement Project. The project limits were located on the south side of Imperial Highway, 400 feet east of Valencia Avenue to the east City Limits. The project involved improving an abandoned railroad right-of-way with minor grading, landscaping improvements with trees and shrubs, installation of a water-conserving irrigation system, water service and meter for the irrigation system, and bollard lighting with electrical cabinet and conduits. Furthermore, the scope of work entailed constructing a 4-foot-wide trail, concrete swale, rolling maintenance gate, storm drain pipes, catch basins, new City monument sign, and heavy wire fence for vine planting.

City of **BREA****BERRY STREET & IMPERIAL HIGHWAY SEWER MAIN REPLACEMENT PROJECT**

OE provided design engineering services to the City of Brea. The project spanned 3,000 LF from Lambert Road to Imperial Highway (within Caltrans right-of-way), and on Imperial Highway from Berry Street to the Orange County flood control channel. This project required coordinating with Union Pacific Railroad and filing for a Caltrans encroachment permit, due to the segment within Caltrans right-of-way. The design of this project was split into two phases to accelerate the portion on Lambert Road where a roadway overlay was separately planned. The ultimate design included the installation of 100 feet of 10-inch VCP, 2,570 feet of 12-inch VCP, 300 feet of 15-inch VCP, and a total of 15 new manholes. Special sewer bypass designs were required at the railroad crossings to maintain railroad access at all times. OE

also coordinated utility relocations for Chevron, AT&T, and water department and storm drain lines in conflict with the proposed line. To avoid future maintenance and access issues, OE also proposed a new alignment for the sewer main that would avoid encroachment in Caltrans right-of-way.



## City of BREA

### BLACKSTONE DEVELOPMENT PROJECT

OE provided inspection services to the City of Brea for the Blackstone Development Project. The Blackstone development included approximately 100 acres of land, situated in unincorporated Orange County, just north of the Brea City Limits. Blackstone is a master-planned community developed by Shea Homes. The development has been divided into six housing tracts, including 97 apartments, single-family homes, high-density affordable housing units, a community recreation center, and a dog park. Some of the tracts have been sold to other builders: Jamboree Housing and Advent Companies are building 97 affordable apartments using American Recovery and Reinvestment Act (ARRA) funds. OE's scope of work included inspecting roadway and all sewer and water systems that supplying the new development, in accordance with the City of Brea standards, as well as inspecting and approving a new traffic signal installed at the intersection of Valencia and Santa Fe.



## City of BREA

### LA FLORESTA VILLAGE DEVELOPMENT PROJECT

OE provided inspection services to the City of Brea. The site encompassed approximately 120 acres, surrounded by Imperial Highway to the south, Valencia Avenue to the west, and Rose Drive to the east. The site was a planned multi-use development, which included single-family homes, apartments, and commercial properties. The core of the development site incorporated both residential and non-residential components. The residential product types varied, from 5.0 to 8.5 net dwelling units per acre, to 28.5 net dwelling units per acre. The corner of Valencia Avenue and Imperial Highway is designated for mostly non-residential use, although 150 residential units are incorporated into this area. The La Floresta Village has 1,088 residential units, 156,800 SF of mixed use commercial land, and 54 acres devoted to an active adult recreation center for residents. The La Floresta Village is part of a plan to build a community where residents can live, work, shop, and play in a "small town" setting that is unique to the heritage and history of the City of Brea. Our inspection services included roadway, storm drain, sewer, and water installation.

## TEAM PROJECT INVOLVEMENT

	Majdi Ataya	Justin Smeets	Ed Fernandez	Ignacio Ochoa	Jon Wu	Brian Elkins	Frank Sanchez	Carlos Lopez	Michael Nguyen	Chris Boren	Tim Stanley	Rashid Syed	Joe Zamarippa	Ron Ostendorf	Eric Nunez	Ron Brahs	Bob Parsons	James Greenfield	GeoMat Inc.
<b>City of DIAMOND BAR</b>																			
7-Year Annual Residential/Arterial Roadway Rehabilitation	✓	✓			✓	✓		✓	✓	✓							✓		✓
<b>City of COSTA MESA</b>																			
Harbor Boulevard & Adams Avenue Widening Project	✓							✓			✓								
<b>City of LAKE FOREST</b>																			
ADA Access Ramp Improvement Project - Phase 7	✓					✓				✓				✓					✓
<b>City of LAKE FOREST</b>																			
Slurry Seal Non-Arterial Streets, Zone B (PW 2018-05A)	✓					✓			✓					✓					✓
<b>City of LAGUNA BEACH</b>																			
Skyline, Bluebird Canyon, & Summit Dr. Rehabilitation	✓	✓				✓					✓	✓							
<b>City of CERRITOS</b>																			
Studebaker Rd. Rehabilitation (Fed. & Caltrans)	✓	✓																	
<b>City of SOUTH GATE</b>																			
Atlantic Avenue Corridor Improvement Project	✓			✓				✓											
<b>City of REDONDO BEACH</b>																			
Aviation Blvd. Paving Rehabilitation Project (STPL)	✓	✓																	
<b>City of PICO RIVERA</b>																			
Telegraph Rd. Beautification Improvement (HSIP/Prop C)	✓																	✓	
<b>City of PICO RIVERA</b>																			
Rosemead Blvd. Beautification Project (STPL-L & Prop. C Funded)	✓															✓			
<b>City of DOWNEY</b>																			
Gardendale St. Pavement Rehabilitation Fed. No. Stpl-5334 (047)	✓													✓					
<b>OCTA</b>																			
Consultant Services For Caltrans E-76	✓	✓		✓															
<b>City of DIAMOND BAR</b>																			
Grand Ave. Beautification Project, Fed. Project HPLUL-5455(016)	✓	✓					✓												
<b>City of BREA</b>																			
Imperial Highway Greenbelt Improvement Project (PN 7285)	✓																✓		
Berry St. & Imperial Highway Sewer Main Replacement	✓	✓															✓		
Blackstone Development Project	✓	✓									✓					✓	✓		
La Floresta Village Development Project	✓	✓										✓				✓	✓		
<b>City of ANAHEIM</b>																			
Neighborhood Residential Street Improvement Projects	✓		✓						✓		✓			✓					

The goal of these projects was to restore surface integrity, improve transportation quality and safety of the residential streets, and additionally mitigate any potential trip and fall hazards by resurfacing the pavement, removal and replacement of ADA access ramps, sidewalk, curb, gutter and driveway approaches.

#### GAYMONT / ELM LAWN

- 397,521 sq. ft. asphalt reconstruction -
- 201,012 sq. ft. of slurry -
- 12,842 sq. ft. of sidewalk -
- 3,187 linear feet of curb and gutter -
- 71 new trees and 15 tree removals -

#### DEVONSHIRE NEIGHBORHOOD

- 245,498 sq. ft. asphalt reconstruction -
- Population of 1,551 Residents -

#### TANGLEWOOD/HOLBROOK

- 339,901 sq. ft. asphalt reconstruction -
- 358,598 sq. ft. of slurry -
- 18,266 sq. ft. of sidewalk -
- 160 tree trimmings -
- 65 new trees and 30 tree removals -

#### KEY LANE/WESTCHESTER

- 933,402 sq. ft. of asphalt slurry -
- 664,515 sq. ft. asphalt-reconstruction -
- Population of 7,332 Residents -

#### GREENLEAF/HAMPTON

- 1,073,430 sq. ft. asphalt reconstruction -
- 494 tree trimmings -
- 75 new trees and 15 tree removals -

#### ATHENA-OMEGA

- 191,416 sq. ft. asphalt reconstruction -
- 63,422 sq. ft. of asphalt slurry -
- Population of 1,977 Residents -

## City of **ANAHEIM**



### NEIGHBORHOOD RESIDENTIAL STREET IMPROVEMENT PROJECTS FROM 2015 TO 2019

#### REFERENCE

#### LORENZO REA

Assistant Engineer

P: (714) 765-6893

400 E. Vermont

Anaheim, CA

92805

#### ACADEMY BEL-AIR NEIGHBORHOOD

- 263,302 sq. ft. of asphalt reconstruction
- 201,012 sq. ft. of slurry
- 4,256 sq. ft. of sidewalk
- 40 tree trimming
- 30 new trees and 6 tree removals

#### LA REINA/YALE NEIGHBORHOOD

- 554,186 sq. ft. of asphalt slurry
- Population of 3,415 Residents

#### RIO BRAVO NEIGHBORHOOD

- 306,997 sq. ft. asphalt reconstruction
- 294,712 sq. ft. of slurry
- 14,029 sq. ft. of sidewalk
- 24 tree trimmings
- 51 new trees and 24 tree removals

#### WEST WESTMONT DRIVE

- 1,795,739 sq. ft. of asphalt slurry
- 756,645 sq. ft. asphalt-reconstruction
- Population of 8,426 Residents

#### BISCAYNE NEIGHBORHOOD

- 109,760 sq. ft. asphalt reconstruction
- 110,483 sq. ft. of asphalt-slurry
- Population of 578 Residents

#### JERRILEE LANE NEIGHBORHOOD

- 312,892 sq. ft. asphalt reconstruction
- 63,422 sq. ft. of slurry sea
- Population of 1,365 Residents



## FEDERAL FUNDING & STATE CALTRANS

OE has provided CM & Inspection services on many federally funded projects, and we know the Caltrans office and the staff at District 12, and we guarantee Caltrans LAPM compliance on any project.

## OE'S 3 UNIQUE QUALIFICATIONS

- 1 Our controlling estimation, cost control, scheduling in planning, execution, and monitoring the cost, schedule, quantities, & performance during construction.
- 2 Emphasis in utilizing safety, quality, and open lines of communication with City staff and the public.
- 3 Knowledge in Caltrans, Federal Funding and coordination.

**CAL-TRANS**

City of **SANTA FE SPRINGS**

I-5 at Florence Avenue  
Widening Project

City of **LA HABRA HEIGHTS**

Hacienda Road & Fullerton  
Road Realignment Project

**FHWA**  
Funded

**STPL**  
Funded

City of **BELLFLOWER**

Hacienda Road & Fullerton  
Road Realignment Project

Woodruff Ave. & Palo Verdes  
Ave. Rehabilitation Project

City of **DIAMOND BAR**

Chino Hills Parkway & Chino  
Avenue Street Rehabilitation

City of **REDONDO BEACH**

Aviation Boulevard  
Rehabilitation Project

City of **DOWNEY**

Gardendale Street Pavement  
Rehabilitation Project

City of **PICO RIVERA**

Rosemead Boulevard  
Rehabilitation Project

**ARRA**  
Funded

City of **LA HABRA HEIGHTS**

Hacienda Road & Fullerton  
Road Realignment Project

City of **LYNWOOD**

Otis Street Improvements  
Project

City of **SANTA MONICA**

Lincoln Boulevard Pavement  
Rehabilitation Project

City of **LA MIRADA**

Adelfa, Foster, & Marquadt  
Streets Rehabilitation

City of **IRVINE**

Red Hill Avenue Pavement  
Rehabilitation Project

City of **NORWALK**

Bus Shelter Replacement  
Project

**CDBG**  
Funded

City of **REDONDO BEACH**

Citywide Curb Ramp  
Improvements (Phase III)

City of **COSTA MESA**

Bay Street & Ford Road  
Alley Reconstruction

City of **PLACENTIA**

Sidewalk & Pedestrian  
Accessibility (Phase II)

City of **HAWAIIAN GARDENS**

2011-2012 Residential  
Rehabilitation Project

City of **COMMERCE**

Rosini & Rosewood Bristow Park Neighborhood  
Neighborhood Rehabilitation Rehabilitation

City of **LAKE FOREST**

ADA Access Ramp  
Improvements Phase 7

City of **TORRANCE**

City-Wide Bus Stop Sidewalk Repair I-135  
Accessibility Improvement Handicap Accessibility

**HSIP**  
Funded

City of **PICO RIVERA**

Telegraph Rd. Neighborhood  
Beautification

City of **COSTA MESA**

Placentia Ave. Median  
Installation/Landscaping

City of **COMMERCE**

City-Wide Bus Stop  
Replacement Project

**FTA/  
TDA**  
Funded

**Federal  
Transport**

City of **LYNWOOD**

Martin Luther King Jr. Blvd.  
Rehabilitation Project

City of **CERRITOS**

Studebaker Road Street  
Improvements

City of **LA HABRA**

La Habra Boulevard  
Rehabilitation Project

**ARHP**  
Funded



## STAFF ORGANIZATIONAL CHART

Key personnel will be available to the extent proposed for the duration of the project. No person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City of Brea.

PRINCIPAL  
IN CHARGE**MAJDI ATAYA**  
PE**37** years  
experience

**BS** Civil Engineering (CSULB)  
**MPA** Full Course Work (CSULB)  
**LICENSED** Professional Engineer  
former **DEPUTY PUBLIC WORKS DIRECTOR**  
former **CITY ENGINEER**  
in the City of La Habra

**JUSTIN SMEETS**  
PE, PLS, QSD**14** years  
experience

**BS** Civil Engineering (CSUF)  
**LICENSED** Professional Engineer  
License # 78314  
**PLS** Professional Land Surveyor  
**QSD** Qualified Stormwater Pollution  
Prevention Plan Developer

**ED FERNANDEZ**  
PE, ICBO**39** years  
experience

**BS** Civil Engineering (Cal Poly Pomona)  
**LICENSED** Professional Engineer  
**ACI** Concrete Field Testing Technician **ICBO** Building Inspector # 89482  
• Experience: VersaCAD & InRoads  
• (Former) Public Works Services Manager- City of Anaheim  
• Bilingual (English & Spanish)

**IGNACIO G. OCHOA**  
PE, TE, PTOE**36** years  
experience

**BS** Civil Engineering (CSULB)  
**LICENSED** Professional Engineer  
**REGISTERED** Traffic Engineer  
**PROFESSIONAL** Traffic Operations Engineer  
• (Former) Traffic Engineer  
• (Former) Director & Chief Engineer

**JONATHAN WU**  
PE, PMP, QSD**27** years

**BS** Civil Engineering (USC)  
**MPA** Civil Engineering (USC)  
**CERTIFIED** Project Manager  
**QSD** Qualified Stormwater Pollution  
Prevention Plan Developer

**FRANK SANCHEZ**  
PE**24** years  
experience

**BS** Civil Engineering (CSULB)  
**MS** Civil Engineering-Construction Management  
(CSULB)  
**LICENSED** Professional Engineer #C-61326  
Right-of-Way Association/Negotiation/Aquisition  
• Resident City Engineer - Caltrans

**BRIAN ELKINS**  
CCM**18** years  
experience

**BS** Civil Engineering  
**CCM** Certified Const. Manager  
(CSULB)  
• Viterbi School of Engineering (USC)

CONSTRUCTION MANAGERS

## SUB CONSULTANT

**geomat****GEOMAT**

Materials/Lab Testing  
& Geotechnical  
Investigation  
since 1987

OE has worked with GeoMat on all  
projects listed in Firm Experience  
which required Materials Testing.

**CARLOS LOPEZ**  
Inspector**34** years  
experience

**AA** Civil Engineering Technology (LAC)  
• (Former) Supervising Construction  
Inspector  
• Drainage/Flood Control Channel  
Inspection

**MICHAEL NGUYEN**  
Inspector**30** years  
experience

• Mechanical Eng. Coursework  
(Cal Poly Pomona)  
• Supervising Construction Inspector

**CHRIS BOREN**  
Inspector**14** years  
experience

• Public Works Inspector Levels 1 & 2  
• Experience: Fed Funded Projects  
• Experience: CALTRANS  
• Nuclear Densometer Work

**TIM STANLEY**  
Inspector**30** years  
experience

**CERTIFICATE** Caltrans CTM-375 AC Pavement In-Place Density.  
**CERTIFICATE** Caltrans CTM-201 Sample Preparations  
**CERTIFICATE** Caltrans CTM-539 Concrete.  
**CERTIFICATE** Caltrans CTM-533 Ball Penetration  
• PW Inspector Coursework  
• Computer Tech. Coursework

**RON OSTENDORF**  
Inspector**26** years  
experience

**CERTIFICATE** Radiation Officer: Nuclear Gauges/Density &  
Moisture Operation  
**CERTIFICATE** Caltrans Proficiency 231 Relative Compaction  
Soils/Aggregates  
**CERTIFICATE** Caltrans Proficiency 125 Sample Highway  
Materials.  
• Construction Management & Codes Studies - Saddleback  
College

**ERIC NUNEZ**  
Inspector**29** years  
experience

**AA** Degree (Cypress College)  
**CERTIFIED** ICBO-Commercial Building  
and D3 Water Distribution  
• ICBO - Continuing Education in Electrical,  
Building, ADA, Mechanical, Plumbing,  
Energy, Green Code, Occupancy  
**OSHA** Safety Training

**RASHID SYED**  
Inspector**32** years  
experience

**BS** Civil Engineering  
**BA** Public Administration (CSULB)  
**MPA** Public Administration (CSULB)  
• Design & Construction Experience

**JOE ZAMARIPPA**  
Inspector**30** years  
experience

**CERTIFIED** Public Works Construction  
Inspection (Santiago Canyon College)

**RON BRAHS**  
Inspector**34** years  
experience

• CALTRANS Experience  
• Heavy Trenching/Utility Relocation  
• Safety Training  
• Traffic Control

**BOB PARSONS**  
Inspector**44** years  
experience

**AA** Drafting & Surveying  
**CERTIFIED** ACI Field Testing-Grade 1  
**LICENSED** General Contractor "A"  
**LICENSED** Building Contractor "B"  
**COURSE WORK** Construction  
Engineering (Cal Poly, SLO)

**JAMES GREENFIELD**  
Inspector**16** years  
experience

• (Former) Public Works Inspector  
• Extensive Roadway Experience

CONSTRUCTION INSPECTORS

**M**ajdi Ataya is the President, founder, QA/QC Manager, and the Principal-In-Charge for Onward Engineering, and a Former Deputy Director of Public Works/City Engineer for the City of La Habra, with over 37 years of solid and diversified experience in the public works sector. He is extremely familiar with the process of Project Management and design. He is a highly effective communicator and is able to adapt and relate to all levels of management with an outstanding assimilation ability, able to retain high energy levels and enthusiasm for the project at hand. Majdi understands the importance of communication with public agencies and will be a dependable extension of your staff.

## MAJDI ATAYA, PE

### PRINCIPAL & PRIMARY CONTACT

**15** YEARS WITH FIRM | **45%** AVAILABLE



**PE** Registered Civil Engineer



**BS** Civil Engineering - CSUF  
**MPA** Course Work - CSULB

### EXPERIENCE

Roadway / Water / Storm Drain / ADA Access /  
Sewer / Traffic / Beautification / Bike Lane & Trails

## BREA

### ELM STREET RESURFACING WATER AND SEWER MAIN RECONSTRUCTION

Majdi was the Principal-in-Charge for the City of Brea. The project spanned 4,100 LF and included a 2-inch cold mill, 2.75-inch Type III-B2 base course, and a 2-inch ARHM overlay. The scope also included widening the street to accommodate 5-foot sidewalks, replacing access ramps to meet ADA Standards, installing 2 new cross-gutters, repairing 2 additional

cross-gutters, and replacing several homeowner driveways. Furthermore, the waterline improvements included abandoning a 6-inch main, connecting 7 side-street water lines to the existing 12-inch water main on Elm Street, installing 42 water valves ranging in size from 8-inch to 12-inch, connecting 62 existing water services to the 12 inch main, and installing 12 new fire hydrant assemblies. This project required heavy traffic control and coordination with residents.

## PLACENTIA

### CITYWIDE RESIDENTIAL STREET REHABILITATION

Majdi was the Principal-In-Charge for the City of Placentia. The project was funded by a variety of sources including Gas Tax, Proposition 1B, Measure M1 & M2. The analysis included 75 miles of roadway and the actual design spanned 35 miles. The scope of work entailed rehabilitating the roadway using primarily Type II slurry seal, chip seal, and portions of full R&R. The final design included rehabilitating 41% of the City's residential roadways, including 109 new ADA compliant curb ramps, 5,445 tons of slurry, 105,050 SY of chip seal, grind and overlay with 35,000



tons of AC paving, adjusting 209 manholes and 369 water valves, and 2,363 LF of curb and gutter. In addition, the City's Pavement Management Report was reviewed, and a reconnaissance field survey was completed. The field survey included walking each proposed roadway to recommend localized AC R&R patches, and to identify damaged curb & gutter and uplifted, or non-ADA compliant sidewalks. Furthermore, a location matrix was provided with photographs for each recommended repair, along with the estimated budget allocation for each location and work item. The project also required communicating with residents, and spending in excess of 20 hours per week fielding calls.

### SANTA FE SPRINGS

#### WATER MAIN RELOCATION FOR I-5 WIDENING PROJECT AT FLORENCE AVE.

Majdi was the Principal-in-Charge & QA/QC Manager to the City of Santa Fe Springs. Caltrans is currently widening the I-5 Freeway from the Los Angeles/ Orange County line to the I-605 Freeway. The existing water mains south of Florence Avenue on both sides of the freeway were in conflict with the proposed sound wall foundations and residential street re-configurations. This project relocated the water mains by installing new 8 inch ductile iron pipes with encasements crossing sewer mains and recycled water lines. It also included installing a 16 inch casing under the freeway and over the top of a 27 inch Los Angeles County Sanitation District Trunk Sewer main. The project installed new valves,

blow-offs, air-vacs, and water meter services.

The roadway was reconstructed and curbs, gutters, and sidewalks were replaced. This project involved coordination with Caltrans and the cities of Downey and Norwalk to ensure compliance with the plans and specifications. The project required working closely with the utility contractor relocating Verizon conduits.

### BREA

#### MASTER PLAN SEWER UPGRADES CHERRY & ALDER STREET (PHASE V)

Majdi was the Principal-in-Charge for the City of Brea to ultimately upgrade 2,530 LF of sewer on Cherry and Alder and 1,100 LF of water line. The project limits fell within the City of Brea and City of Fullerton right-of-way, therefore requiring OE to coordinate with both cities throughout the project. Using CCTV video, the pipe's interior revealed sagging, cracking, and deformation of the existing VCP sewer main. As a result, the final design called for replacing the existing 8-inch sewer main with 12-inch VCP. Midway through the design, the City of Fullerton requested extending the design, by adding an additional 1,050 LF within the City of Fullerton to the original 1,480 LF in Brea. The scope was expanded a second time near the end of design to include upgrading 1,100 LF of 6-inch DCP to 8-inch DCP and replacing 27 water service connections. The additional pipeline activated a Regional Water Quality Control Board requirement to complete an MS-4 Permit, including drafting a Non-priority Project Water Quality Plan.





Justin Smeets has 14 years of experience in construction management and administration, civil engineering and facilities design and municipal engineering. He is proficient in federally funded projects and familiar with the Caltrans Local Assistance Procedures Manual. Justin has successfully taken multiple projects from the initial federal funding application, to the Preliminary Environmental Study, to E-76 approval, and through construction of audited federally funded construction projects. He has experience managing construction projects and handles planning and running kickoff meetings with the contractor, reviewing project submittals, RFIs, CCOs, checking contractor invoices against field quantities, and coordinating daily construction details with the contractor and inspector. He has completed control plans for multiple SWPPPs, erosion and sediment per the latest Construction General Permit.

## JUSTIN SMEETS, PE, PMP, QSD

### CONSTRUCTION MANAGER

7 YEARS WITH FIRM | 45% AVAILABLE



<b>LICENSED</b>	Professional Engineer #78314
<b>CERTIFIED</b>	Autocad Civil 3D
<b>prior OCTA CERTIFIED</b>	Pavement Rehabilitation
<b>CASQA CERTIFIED</b>	California Stormwater Quality Association



**BS** Civil Engineering, CSUF

### EXPERIENCE

Roadway / Water / Storm Drain / ADA Access /  
Sewer / Traffic / Beautification / Bike Lane & Trails

## BREA

### BERRY STREET & IMPERIAL HIGHWAY SEWER MAIN REPLACEMENT PROJECT

Justin was the Project Manager for this Sewer Main Replacement Project in the City of Brea. The project spanned 3,000 LF from Lambert Road to Imperial

Highway (within Caltrans right-of-way), and on Imperial Highway from Berry Street to the Orange County flood control channel. This project required the coordination of with Union Pacific Rail Road (UPRR) and filing for a Caltrans encroachment permit, due to the segment within Caltrans right-of-way. The design of this project was split in two phases in order to accelerate the portion on Lambert Road where a roadway overlay was separately planned. The ultimate design included the installation of 100' of 10" VCP, 2,570' of 12" VCP, 300' of 15" VCP and a total of 15 new manholes. Special sewer bypass designs were required at the railroad crossings in order to maintain railroad access at all times. OE also coordinated utility relocations for Chevron Oil AT&T, and Water Department & Storm Drain lines which were in conflict with the proposed line. In an effort to avoid future maintenance and access issues, a new alignment was proposed for the sewer main that would avoid encroachment in Caltrans Right of Way.



## COMMERCE

### ROSINI & ROSEWOOD REHABILITATION PROJECT (PHASE III)

Justin provided Construction Management services to the City of Commerce on this politically-sensitive project located just south of I-5 and north of heavily traveled Washington Boulevard. During the design, a thorough pavement investigation was conducted, which included an inventory of potential parkway improvements which were prioritized to ensure maximum utilization of the City's available budget. Our team presented several options to the City with a cost-benefit analysis. This heavily deteriorated roadway was reconstructed utilizing Full-Depth Reclamation, 14" of roadway was excavated, and a 10" section was treated with cement. The construction entailed replacing curb and gutter and sidewalk, as well as ensuring that ramps met ADA standards.

## REDONDO BEACH

### AVIATION BLVD. RESURFACING (STPL)

Justin was the Project and Construction Manager for the City of Redondo Beach on the federally funded street resurfacing project along Aviation Boulevard from Manhattan Beach Boulevard to Marine Avenue. The project included developing the Preliminary Environmental Study (PES) and submitting it to Caltrans. The design scope included a 2" cold mill, a 5" AC removal, some areas of full depth removal and replacement, ADA improvements for

curb ramps, utility cover adjustment, traffic loop replacement, and striping. Justin also provided utility research and coordination with the various agencies involved. During construction, Justin provided Construction Management services for the duration of the project, which included very thorough and detailed file management because of the nature of the federally funded project.

## VILLA PARK

### ARRA SANTIAGO BOULEVARD & LEMON STREET REHABILITATION

Justin served as Construction Manager, responsible for developing the PS&E on this 2-mile rehabilitation project. The project included a 2-inch grind and ARHM overlay, as well as installing ADA-compliant ramps. In addition to the design plans, necessitated compiling federal documentation, including the preliminary environmental study (PES), the request for authorization, the award package, and the final invoice to Caltrans and managed the construction documents for this federal project. The key to successfully acquiring the federal funding for the city was having good Construction Management. Document control included tracking of all submittals, asphalt tickets, concrete tickets, removal quantities, employee interviews, federal labor compliance, RFI's and extra work request. This project was completed on time, and under budget for the City of Villa Park.

Eduardo Fernandez has more than 39 years of experience in major construction projects in both public works and private development, and 10 years of experience administrating and inspecting municipal construction projects. He is extremely familiar with the process of project management with design, construction management, and inspection. In the past he has performed duties as an Owner's Representative, Associate Project Engineer, Senior Inspector, and Construction Supervisor earning him a diverse experience in the Civil Engineering field. Eduardo previously worked for the City of Irvine and was an Owner's Representative, Associate Project Engineer, and Senior Inspector.

## ED FERNANDEZ, PE, ICBO

### CONSTRUCTION MANAGER

4 YEARS WITH FIRM | 30% AVAILABLE



PE	Registered Civil Engineer
LICENSED	Professional Engineer
ACI	Concrete Field Testing Technician
ICBO	Concrete Building Inspector #89482



BS Civil Engineering - Cal Poly Pomona

### EXPERIENCE

Roadway / Water / Storm Drain / ADA Access /  
Sewer / Traffic / Beautification / Bike Lane & Trails

## ANAHEIM

### PUBLIC WORKS DEVELOPMENT SERVICES

Eduardo managed the Public Works Development Services Section for the City of Anaheim. His responsibilities included providing engineering oversight, leadership, and personnel management for the Development Services Section and its staff.

Eduardo also managed any coordination with other Public Works divisions and sections, Public Utilities, Planning, and Community Services Managers for timely review of development projects, capital improvement projects (CIP), and permit issuance. Moreover, he supervised and directed the activities of the section such as employee selection, work assignments, performance evaluations, employee development, disciplinary action, and complaint resolution. Eduardo developed and implemented section goals, objectives, policies, budgets, and priorities such as development and updates of Municipal Code, engineering procedures, standards and guidelines. He also planned, budgeted, scheduled, directed and coordinated a comprehensive land development engineering review and permitting program to maintain, repair, and construct the city's infrastructure. The development projects included: highways, local streets, traffic signals, median beautification, alleys, sidewalks, curbs and gutters, waterline infrastructure, sewer line infrastructure, storm drain infrastructure, and other public facilities. Furthermore, Eduardo reviewed and approved design plans, specifications, grading,

WQMPs, inspections, and approved construction. He also coordinated work with federal, state, county, city and special district agencies when necessary.

## ANAHEIM

### TANGLEWOOD NEIGHBORHOOD REHABILITATION

Eduardo worked as the Construction Manager on this residential improvement project in the City of Anaheim. The Tanglewood Neighborhood was bound by Imperial Highway to the north, Yosemite Drive to the west, Kellogg to the east, and Orangethorpe Avenue to the south. The scope included 339,901 sf of reconstruction, 358,598 sf of slurry seal, 18,255 sf of sidewalk improvements, installing new ADA compliant handicap ramps, as well as improvements to curb/ gutters, concrete aprons and cross gutters. In addition, large tree removals were made as part of this project. Coordinating with residents was essential on this project.

## ANAHEIM

### GREENLEAF/HAMPTON NEIGHBORHOOD RESIDENTIAL STREET IMPROVEMENT

Eduardo was the Construction Manager on this project. Greenleaf-Hampton Neighborhood was bound by La Palma Avenue to the north, Gilbert Street to the east, Crescent Avenue to the south, and the Anaheim City Limit to the west. The scope included 1,073,430 sf of reconstruction, 494 tree trimmings, 15 tree removals and 75 new trees. Parkway improvements included installing new ADA compliant

handicap ramps, as well as improvements to curb/ gutters, concrete aprons and cross gutters. Coordinating with residents was essential on this project.

## IRVINE

### ALTON PARKWAY LEFT TURN LANE

Eduardo was the Construction Manager to add a left turn lane on Alton Parkway into the south entrance of the Irvine Civic Center. The project limits were on Alton Parkway between Harvard Avenue and Murphy Avenue. The roadway previously had a median on Alton Parkway from Harvard Avenue, stopping just shy of Murphy Avenue. The median was mixed landscape and hardscape (hardscaping across the bridge), with access points for Orange County Flood Control District north and south of the San Diego Creek overpass. The project called for removing the hardscaped median on the existing bridge deck and designing a different hardscape median to accommodate a left turn lane into Irvine Civic Center. The left turn lane was 220 feet in length with a 90 foot taper. The scope of work also entailed constructing new curbs, asphalt patching, and irrigation/landscaping modifications including replacing new roadway signs, legends and striping. OE also evaluated and addressed drainage issues created by the proposed left turn lane. The construction contract was in the amount of \$223,831.46. Work was completed in January 2015, 10 days ahead of schedule, and with no change orders.



Ignacio Ochoa has amassed 36 years of experience in the public works sector, starting his career off in the County of Orange as a Junior Civil Engineer. In 2007, he was appointed as County Chief Engineer and Director of the Orange County Engineering Division, and in 2012 he was chosen as Interim Public Works Director and continued to serve in both roles. During his time as the Director of Orange County Engineering/Interim Public Works Director, Ignacio managed a staff of over 1,000 employees and oversaw the design, construction, and maintenance of roads and regional flood control facilities in the County of Orange. He was responsible for an annual budget of approximately \$600 million. Furthermore, he directed the County of Orange's Flood Control Division, Inspection, Operations & Maintenance, Road, Survey, PM, and Watersheds.

## IGNACIO OCHOA, PE, TE, PTOE

### CONSTRUCTION MANAGER

5 YEARS WITH FIRM | 25% AVAILABLE



PE	Registered Civil Engineer
TE	Registered Traffic Engineer
PTOE	Traffic Operations Engineer



BS Civil Engineering - CSULB

### EXPERIENCE

Roadway / Traffic / Traffic Signal / ADA Access /  
Sewer / Park / Beautification / Water

## COUNTY OF ORANGE

### INTERIM DIRECTOR: ORANGE COUNTY PUBLIC WORKS

Ignacio was appointed as the Interim Director position in March of 2012 and assumed those duties while also functioning as the Chief Engineer. He was responsible for a budget of approximately \$600 million

in 18 budgeted funds; 1,000 employees including Administrative Services, Orange County Facilities & Real Estate Services, Orange County Planning, and Orange County Engineering. Furthermore, he launched key initiatives to support department and County of Orange priorities including a Succession Development Program; Mentoring Initiative; employee driven recasting of the department's Mission, Vision, and Values; Statement of Commitment from the leadership team to Orange County Public Works employees, Public Works Women's Forum and instituted regular communications with staff in writing and through personal meetings. Ignacio provided key leadership role for the department and was its voice with elected officials and other agencies.

## COUNTY OF ORANGE

### INFRASTRUCTURE PROJECTS & PLANNING

Ignacio coordinated, supervised and directed all work in the County's Road Division. He was the County's spokesperson in coordinating a broad



range of Public Works issues with cities, State offices, Board of Supervisors, local officials, community and neighborhood associations, the media and the general public. Furthermore, he represented the County in various technical and professional groups such as OCTA, Caltrans, Orange County Building Industry, and the TCA. Ignacio oversaw the activities of the Orange County Traffic Committee and represented the County as an expert witness on road-related claims/litigation, and worked with other divisions and departments to implement respective goals and policies pursuant to the Business Plan. During his time as Chief Engineer, among his responsibilities were: The continued implementation of the \$2.1 billion Santa Ana River Main stem (flood control) Project with co-sponsors Riverside and San Bernardino counties and the US Corps of Engineers. Relocation of the \$100 million Santa Ana Regional Interceptor (SARI) Line in partnership with Orange County Sanitation District (OCSD) and the Santa Ana Watershed Project Authority (SAWPA).

### COUNTY OF ORANGE

#### ANTONIO PARKWAY AND BRIDGE WIDENING PROJECT

Ignacio provided Construction Management supervision through the completion of the high-profile Antonio Parkway and La Pata Avenue Widening project. The \$25 million project spanned 1.5 miles, from Ladera Ranch to 1,000 feet south of Ortega Highway, and included 900 LF of bridgework across San Juan

Creek. Antonio Parkway was widened from four to six lanes—40 feet to accommodate the two additional lanes of traffic and a sidewalk on each side. Bridgework included parkway improvements, a raised median, channel bank revetment at the south abutment, compaction grouting, and structural testing. The widening of the bridge and roadway occurred simultaneously and included grading and cement-treated soil, 3,691 LF of RCP storm drain, riprap for environmentally friendly drainage filtering, dry utility installations, 4,993 PVC pipe, utility conduits, four fire hydrants, traffic signal improvements and loops, signing and striping, video detection, and a Class I designated bike lane with special bicycle signal loops. The construction also included 448 LF of CIDH pile retaining wall with 42,000 pounds of steel reinforcement. Furthermore, the project required the installation of domestic, reclaimed, and non-potable waterlines as well as sewer installation and mainline trunk rerouting. The scope also included a dewatering and effluent treatment system onsite that handled 1 million gallons per day, and the bridge deck was picked up on one end to adjust cross-fall.

Jonathan Wu is a registered Civil Engineer with over 27 years of Public Works experience. Jonathan has a BS and MS in Civil Engineering from USC, is certified by the Project Management Institute as a PMP, and he is a Qualified SWPP Developer. Jonathan has experience working for Caltrans as a Construction Manager and Resident Engineer, and in providing construction management to the Cities of Anaheim, Rancho Cucamonga, Diamond Bar, and Placentia, where he was involved in multi-million-dollar CIP projects. Jonathan has also performed as interim City Engineer/Principal for the Cities of El Monte and Baldwin Park.

## JONATHAN WU, PE, PMP, QSD

### CONSTRUCTION MANAGER

1 YEAR WITH FIRM | 40% AVAILABLE



<b>PMP</b>	Project Manager Professional
<b>QSD</b>	Qualified Stormwater Pollution Prevention Plan Developer



<b>BS</b>	Civil Engineering - USC
<b>MS</b>	Civil Engineering - USC

### EXPERIENCE

Roadway / Water / Storm Drain / ADA Access /  
Sewer / Traffic / Beautification / Bike Lane & Trails

## DIAMOND BAR

### ANNUAL SLURRY SEAL, STREET, CURB RAMP, & DRAINAGE IMPROVEMENTS

Jonathan was a Project Manager for the City of Diamond Bar. Jonathan was tasked with responsibilities that included for CIP project delivery, holding monthly City Council meetings as needed, attending Quarterly School District coordination meetings as needed, and

traffic related tasks as requested by the Director of Public Works. Projects included: Annual Slurry Seal Maintenance, Pedestrian Accessibility Projects, Street Improvements, Drainage Improvement, Park Improvements projects.

## DIAMOND BAR

### 7- YEAR ANNUAL RESIDENTIAL REHABILITATION AND CURB RAMPS

Jonathan provided Project and Construction Management services to the City of Diamond Bar on this project. The project included annual arterial and residential roadway maintenance projects for the past 7 years. The work also encompassed curb ramp improvements citywide as part of each year's project. The project sizes and costs were for 2011: 19 miles of arterial and residential streets at \$1.8 million / 2012: 10 miles of arterial and residential streets at \$1.1 million / 2013: 13 miles of arterial and residential streets at \$1.3 million / 2014: 14.5 miles of residential, arterial and collector streets at \$1.8 million. The general scope of work for each year's project included localized Railroad patching, grind and overlay, cape and slurry seal, traffic loops,

traffic striping, and required heavy traffic phasing, along with traffic control review. Due to the proximity to freeways, coordination with Caltrans to obtain encroachment permits for the City on four of these projects was essential.

## PLACENTIA

### PROJECT/ CONSTRUCTION MANAGER FOR CAPITAL IMPROVEMENT PROJECTS

Jonathan was the Project and Construction Manager for the City of Placentia and was in charge of the City's Capital Improvement Project (CIP) program that held an annual budget of \$5.5 million, with additional funding acquired from Caltrans and OCTA for specific projects. He was responsible for scheduling, budgeting, Right-of-Way negotiations, easement dedications, project and construction management in conforming to the requirements of federal and Caltrans funding and local assistance guidelines. He chaired utility coordination meetings with local utilities and the City for several grade separation projects on a quarterly and ad hoc basis. In addition, he negotiated with residents involving an easement dedication. Jonathan assisted utilities in obtaining easements from residents for relocation of utility lines and was responsible for the planning and execution of full project life cycle tasks such as plan review, utility detection, and construction. Major projects included street widening, railroad grade separations, and undergrounding of utilities.

## COUNTY OF SAN BERNARDINO

### OMNITRANS : BUS RAPID TRANSIT PROJECT: CONCRETE HARDSCAPING

Omnitrans is the regional public transit authority in San Bernardino County, California. As the Construction Manager of the Bus Rapid Transit project, a \$197 million federally-funded project featuring a 16-mile-long bus lane and 16 stations with four park-and ride facilities; Jonathan oversaw the Construction Management team, QA/QC procedures, and safety & security management during the design, construction, and commissioning of the project. He was responsible for compliance with Federal Transit Administration (FTA) requirements and policies. In addition, he maintained communications with the public and internal stakeholders resolving any issues with the contractors, citizens and local businesses.

## ANAHEIM

### PS&E'S, BID PACKAGES, & CONSTRUCTION SERVICE SUPPORT

Jonathan was responsible for developing PS&E's, Bid Packages, and providing Construction Service Support. He managed a staff of five and served as Project Manager for the City wide Sanitary Sewer Improvement program and Storm Drain Design projects. In addition, he coordinated with utilities and Caltrans for a number of freeway improvement projects and developed roadway rehab projects under special and federal funding.



**B**rian is a Highly effective and competent Construction Manager with over 18 years of hands-on experience in the public sector working for municipalities (City, County, and State Agencies). With a proven track record resulting in effective inspection of public works for dozens of high profile and complex projects, Brian is uniquely qualified in providing a full spectrum of inspection services. His experience includes supporting initial design reviews and selecting architecture and engineering design firms, assisting city councils with awards, issuing RFI field data, schedule and deviations reviews, assisting in the planning and budgeting, materials testing and interactions with community leaders and business owners. Added to Brian's list of qualifications includes technical strengths in geotechnical engineering, construction materials testing, construction inspection and materials site studies and investigation. Brian additionally has a documented track record of maximizing performance in large budget projects with high levels of complexity, and he is consistently recognized for delivering projects on time and under budget.

## BRIAN ELKINS, CCM

### CONSTRUCTION MANAGER

2 YEARS WITH FIRM | 50% AVAILABLE



**CERTIFIED** CCM - Construction Manager



**BSCE** Civil Engineering

### EXPERIENCE

Roadway / Water / Storm Drain / ADA Access /  
Sewer / Traffic / Beautification / Bike Lane & Trails

## DIAMOND BAR

### AREA 6 RESIDENTIAL AND COLLECTOR STREET REHABILITATION PROJECT

Brian was the Construction Manager for the City of Diamond Bar on the Area 6 Residential and Collector

Street Rehabilitation Project. The pavement conditions varied throughout Area 6. Roadways typically exhibited aberrations such as block cracking, alligator cracking, and longitudinal cracking. The project has a budget of \$1.51 million dollars. The project limits consist of approximately 63,360 feet (12 miles) of residential and collector streets located within Area 6.

## DOWNEY

### FIRESTONE BLVD., CORRIDOR & CURB RAMP IMPROVEMENT PROJECT & LAKEWOOD BLVD., CORRIDOR & CURB RAMP IMPROVEMENT (PHASE 3B)

Brian was the Construction Manager for the two major roadway improvement projects, simultaneously including, but not limited to, responding to RFI's, issuing RFQ's, processing change orders and responding to unforeseen conditions. The scope of work consisted of

street widening and total reconstruction of Firestone Boulevard from Old River School Road to Brookshire Avenue, approximately three miles distance to the 605 Freeway. The work encompassed: street widening, pavement removal and reconstruction, construction of new curbs, gutters, sidewalks and curb ramps; storm drain modifications, potable water system improvements, construction of new recycled water mainline, construction of new raised landscaped median islands including irrigation systems, reconstruction of existing raised median islands and replacement of existing landscaping and irrigation systems, installation of ornamental street and pedestrian lighting system, traffic signals upgrades planting parkway trees, install benches, litter receptacles and bus shelters, traffic signing, striping and pavement markings, traffic control and all appurtenant work necessary for the proper construction in accordance with the PS & E. Both projects required the most efficient irrigation systems to reduce water usage through green technologies and LED street lighting installed with new traffic signals to reduce the City's electrical costs and to provide a brighter safer environment. This was very important due to political deadlines involving limited funding resources.

### VILLA PARK

#### FY 17/18 STREET REHABILITATION PROJECT

Brian was the Construction Manager on this project to rehabilitate multiple street segments within the

City of Villa Park including high profile areas in front of City Council member homes. The project involved pavement grind, curb and gutter dig out; slurry seal and overlay; and water manhole and frame adjustments. Agencies involved included AT&T Distribution, Time Warner Cable, Southern California Gas, Serrano Water District, Southern California Edison, and Kinder Morgan Energy Partners.

### COVINA

#### CITRUS AVENUE CORRIDOR & CURB RAMP RESTORATION PROJECT

Brian served as full Construction Manager and oversight for the Citrus Avenue Corridor and Curb Ramp Restoration Project beginning just north of the 10 Freeway and continuing through the main corridor of old town Covina. The \$6.5 million dollar project consisted of asphalt overlay utilizing both conventional and rubberized asphalt and additional improvements to ADA compliant curb ramps, sidewalks, and curb and gutter as well as construction of PCC bus pads.

### LAKE FOREST

#### CONTRACT ADMINISTRATION & INSPECTION SERVICES FOR SLURRY SEAL NON-ARTERIAL STREETS, ZONE B

Brian was the Construction Manager and Inspector to the City of Lake Forest on this project to rehabilitate several streets within the City. The Scope of Work included identifying locations for 2" grind and overlay, as well as 4" dig-outs. The remaining streets were slated for slurry seal for Zone B (non-Arterial Streets).

Frank has over 24 years of civil engineering experience with focus on Project Management and Construction Management. He also has experience in the design of civil engineering projects such as street, sewer, water, and storm drain projects. Frank has management level experience working in public works departments in cities throughout Los Angeles County. His experience includes public agency budgeting, project implementation, project design, PS&E development, contract bidding, award administration, construction management and project closure reporting. He has selected, directed and managed consultants, architects and engineers as required in order to meet public works department goals and objectives. He has supervised and trained city staff junior engineers. His many responsibilities included providing project management for federally funded projects, and state funded projects. He successfully administered ISTEAs, SAFETEA-LU, MAP-21, HSIP and ATP federal projects in accordance with the Caltrans local assistance procedures manual (LAPM). Frank managed the design, funding and construction of public works capital improvement projects for streets, parks, water, sewer, storm water and other public facilities. Frank also served in one of the LA city's as a FEMA Floodplain Coordinator in charge of floodplain issues, processing Letters of map revision and management of the city's participation in the Community Rate System (CRS).

**FRANK SANCHEZ,**  
PE**CONSTRUCTION MANAGER****3 YEARS WITH FIRM** | **60% AVAILABLE****LICENSED** Professional Engineer #61326**BS** Civil Engineering, *CSULB***MS** Civil Engineering, Construction Management - *CSULB***EXPERIENCE**Roadway / Water / Storm Drain / ADA Access /  
Sewer / Traffic / Beautification / Bike Lane & Trails**REDONDO BEACH****AVIATION BOULEVARD RESURFACING  
PROJECT (STPL)**

Frank was the Associate Engineer for the City of Redondo Beach on the Federally Funded Street Resurfacing project along Aviation Blvd. from Manhattan Beach Blvd. to Marine Ave. The project included developing the Preliminary Environmental Study (PES) and submitting it to Caltrans. The design scope included a 2" cold mill, a 5" AC removal, some areas of full depth removal and replacement, ADA improvements for curb ramps, utility cover adjustment, traffic loop replacement, and striping. During construction, the project required thorough and file management.



## LYNWOOD

### CONSTRUCTION SUPPORT AND PROJECT MANAGER

Frank was tasked with providing project management and construction support for local street rehabilitation projects funded with Measure "R" bond funds. His tasks included reviewing of streets for rehabilitation application, development of plans specifications and engineering estimates.

## LONG BEACH

### CIVIL ENGINEER FOR THE CITY

As the City's Civil Engineering, Frank was involved in all aspects of public works projects. He was responsible for increasingly complex tasks as required to meet department goals and objectives. Frank has a strong background in design and project management and has acted in the Senior Engineering capacity when required, as called upon. Prior to being a Civil Engineer, Frank was an Associate Civil Engineer for the City of Long Beach for one year. As such, he performed engineering tasks in the planning, design, estimating and construction of City of Long Beach street, utility, park facility, buildings and other structures in accordance with City of Long Beach standards. As an Assistant Civil Engineer for the City of Long Beach for two years prior to becoming an Associate Engineer, Frank assisted senior engineers in the development PS&E for various public works improvement projects.

## REDONDO BEACH

### AVENIDA DEL NORTE & RIVIERA PARKING LOT RESURFACING

Frank was the Associate Engineer for the City of Redondo Beach on the Avenida Del Norte Resurfacing and Riviera Parking Lot Resurfacing Project. This project spanned from Catalina Avenue to Elena Avenue. The project included an initial field analysis and investigation of the existing failing improvements and necessary ADA upgrades. The project also required developing the plans to include pavement resurfacing, curb and gutter construction, curb ramp construction, cold milling, parking lot design analysis, pavement overlay and striping improvements. The project involved coordination with all of the surrounding adjacent businesses during construction to provide a seamless and efficient schedule and construction approach.

## DOWNEY

### SENIOR CIVIL ENGINEER FOR THE CITY OF DOWNEY

Frank functioned as Senior Civil Engineer in charge of public works projects as related to City of Downey's street, utility and facilities improvements. Frank managed and administered consultant contracts for design, construction inspection, materials testing, right-of-way acquisition and relocation assistance. He also managed and directed junior engineering staff and aids for the development and construction of in house designed street rehabilitation projects.





**CARLOS LOPEZ****SANTA MONICA****LINCOLN BOULEVARD PAVING PROJECT  
(FEDERAL GRANT)**

Carlos served as the Senior Construction Inspector to the City of Santa Monica on the Lincoln Boulevard Paving Project which was funded utilizing Federal Transportation Grant. The project limits were at Lincoln Boulevard from the I-10, to the South City limits. Construction was done on Lincoln Boulevard, an undivided arterial roadway, which provides access through commercial portions of Santa Monica, intersecting other major arterials such as Pico Blvd. and Ocean Park Blvd., while also serving as a primary travel route through the City, carrying traffic to multiple points including Marina Del Rey, Pacific Palisades, and LAX. In addition to the roadway rehabilitation, the work entailed constructing a concrete bus lane on Lincoln Blvd., repairing the concrete sidewalks, driveways, and access ramps. The work also entailed enhanced striping and traffic signal installation. This project required extensive coordination with businesses and stakeholders as a result of the construction affecting them the most.

**COST MESA****HARBOR BLVD & ADAMS AVENUE  
IMPROVEMENT PROJECT**

Carlos was the Construction Inspector for the City of Costa Mesa and was funded by Measure 2, State-Local Partnership Program, and Traffic Impact Fee

funds. The project required adding a third dedicated left-turn lane eastbound on Adams Avenue, a second dedicated right-turn southbound on Harbor Boulevard, and lastly, extending the northbound left-turn lane on Harbor Boulevard. It consisted of major widening along the southerly side of Adams Avenue near the intersection. The project also included decorative crosswalks at the Harbor Boulevard–Adams Avenue intersection, traffic signal modifications, median alterations, landscaping, and a general grind and overlay of the roadway. Harbor Blvd. & Adams Avenue are two heavily used arterial roads that provide access to multiple businesses and shopping centers, and access to the Orange Coast College, as a result of the construction heavy traffic control was required.

**BREA****WILDCAT WAY STREET REHABILITATION**

Carlos provided inspection services for the City of Brea. The project limits are on Wildcat Way from Lambert Road to the Brea-Olinda High School driveway. The scope of work entailed removing and reconstructing curb ramps, installing three 8 ft. truncated domes on the existing curb ramp, installing a 4 ft. truncated dome on the existing curb ramp, 31,500 SF of variable depth from 0" to 2", and 1,800 tons of rubberized asphalt overlay. Furthermore, the project required removing and constructing 750 SF of sidewalk, furnishing and adjusting 11 water gate valves, adjusting 11 manhole frames and covers, traffic striping, and traffic control.

**MICHAEL NGUYEN****TORRANCE****2017 SLURRY SEAL PROGRAM  
(I-139 / I-159)**

Michael was the Inspector on this \$2.5 million dollar project which covered three residential neighborhoods, as well as Camino de la Costa from Calle Miramar to the City limit; Madison Street and Hawthorne Boulevard service road between 240th Street and Skypark Drive; 240th Street from Hawthorne Boulevard to Madison Street; and arterial and collector streets on Anza Avenue, from Calle Mayor to Sepulveda Boulevard, Ocean Avenue from the Pacific Coast Highway to Torrance Boulevard, as well as Madrona Avenue south of the Prairie Avenue Bridge to Sepulveda Boulevard. Four City parking lots were also slurry sealed.

**LAGUNA NIGUEL****NARCO CHANNEL (FACILITY J04)  
RESTORATION IN LAGUNA NIGUEL  
REGIONAL PARK**

Michael served as Sr. Construction Inspector on this \$905,491 project. The purpose of this project is to improve water quality in the Narco Channel in Laguna Niguel Regional Park by reducing bacteria, nutrient and sediment loads through restoration of a portion of the channel and wetlands and establishing various riparian plants and shrubs within and on the banks of the channel to act as filter to capture sediment

and debris and absorb dissolved minerals and nutrients. The restoration included clearing and grubbing, water diversion, NPDES BMPs installation, unclassified excavation, installation of chain link fence, grouted rip-rap rock revetment, irrigation system, planting of trees and shrubs on channel banks, remove-install of debris net/posts, and additional nine months maintenance and implementation of BMPs. Michael coordinated with all project stakeholders, drafted change orders, facilitated RFI responses, performed daily reports, and processed progress payments with justification backup data.

**COUNTY OF ORANGE****NEWPORT BOULEVARD SIDEWALK GAP  
CLOSURE AT GREENBRIER ROAD**

Michael served as Supervising Construction Inspector on this \$356,431 project. The work consisted of constructing a sidewalk approx. 100 feet along Newport Boulevard including a Modified Caltrans Type I Retaining Wall, a wing wall, return walls, a Caltrans Type V Retaining Wall, curb ramp, and a concrete cross gutter. Michael was actively involved with all project stakeholders, reviewed and approved drafted change orders, assisted in facilitating RFI responses, periodically reviewed daily reports, reviewed and approved progress payments and all justification backup data.

**CHRIS BOREN****COMMERCE****ROSINI & ROSEWOOD REHABILITATION**

Chris provided inspection services to the City of Commerce on the Rosini & Rosewood Neighborhood Rehabilitation project. This politically-sensitive residential reconstruction project took place just south of I-5 and north of heavily traveled Washington Boulevard. During the design, a thorough pavement investigation was conducted, which included an inventory of potential parkway improvements which were prioritized to ensure maximum utilization of the City's available budget. Our team presented several options to the City with a cost-benefit analysis. This heavily deteriorated roadway was reconstructed utilizing Full-Depth Reclamation, 14" of roadway was excavated, and a 10" section was treated with cement. The construction entailed replacing curb and gutter and sidewalk, as well as ensuring that ramps met ADA standards.

**RANCHO CUCAMONGA****HERMOSA AVENUE PAVEMENT  
REHABILITATION PROJECT**

Chris provided inspection services to the City of Rancho Cucamonga on the Hermosa Avenue Pavement Rehabilitation project. The project limits were from Main Street to Arrow Route. The project included an Asphalt Rubber Hot Mix (ARHM) overlay, asphalt concrete pavement, cold plane, adjusting manholes, and water valve covers. It also included installing

traffic signal detector loops at Hermosa and Arrow, and another set of traffic signal detector loops at Feron Blvd. and Hermosa Ave. This project also required extensive traffic control.

**COMMERCE****BRISTOW PARK NEIGHBORHOOD  
REHABILITATION PROJECT**

Chris provided inspection services on this CDBG-funded roadway project in the City of Commerce. The project was constricted by the I-5 Freeway to the north, BNSF Railroad to the south, the City of Los Angeles Boundary to the west and the 710 Freeway to the east. The project covered approximately 4,900 LF of roadway. During the design phase a cost-benefit analysis was conducted to provide the City with multiple rehabilitation alternatives, including conventional full-depth reconstruction, Asphalt Rubber Aggregate Membrane (ARAM), Asphalt Rubber Hot Mix (ARHM), Inter-layer Systems and Cold-In-Place Recycling (CIR)/Full Depth Reclamation. Multiple design coordination meetings were additionally held between the City, OE and other stakeholders during design to ensure the most complete design possible. A combination of full-depth reclamation and reconstruction and Grind & Overlay was the selected rehabilitation method. Construction also included replacing damaged sidewalk, installing 25 new ramps and upgrading 13 more to meet ADA compliance, reconstruction of cross-gutters, and replacing street signs, trimming tree roots and installing barriers.



**TIMOTHY STANLEY****ANAHEIM****PUBLIC WORKS INSPECTOR**

Tim performed Public Works Inspections for Federally Funded Capital Improvement Projects. The projects included: excavation and cold milling of existing AC, Asphalt Paving, Bus Pad Construction, ADA ramp improvements, traffic control, SWPPP inspections, manhole and water valve adjustments, striping, maintenance and review of project files to include verification of certified payrolls and maintenance of public relations.

A partial listing of major projects includes:

**KNOTT STREET IMPROVEMENTS**

Ball Rd. to Cerritos Ave.

**HARBOR BLVD. STREET IMPROVEMENTS**

Chapman to Orangewood

**WEIR CANYON ROAD IMPROVEMENTS**

N City Limits to Santa Ana River Bridge

**STATE COLLEGE BLVD.**

from 500' S/O Ball road to Cerritos Ave.

**KATELLA AVE. STREET IMPROVEMENTS**

from Cerritos Ave. to SPRR R/W

**KRAEMER BLVD. STREET IMPROVEMENTS**

from La Palma to Coronado

**LA PALMA AVE. IMPROVEMENTS**

from Blue Gum St. to White Star Ave

**SAN DIMAS****ARROW HIGHWAY & LONE HILL AVENUE  
IMPROVEMENTS**

Tim was the Senior Inspector on this project, with limits including the Arrow Highway and Lone Hill Avenue intersection, Lone Hill Avenue from 500 feet north of Arrow Highway to Cienega Avenue, and Gladstone Street from Monte Vista Avenue to San Dimas Avenue. The scope of work included 2,364 CY of excavation, removing 1,268 LF of concrete curb and gutter, 6,229 SF of concrete sidewalk, and 965 LF of curb, constructing river rock cobble paving in the medians on Arrow Highway, installing 7,299 tons of asphalt concrete pavement, constructing Class II aggregate base, and cement-treated base. In addition, the work involved adjusting the landscape and irrigation system on the medians, installing traffic signals on Arrow Highway at the Lone Hill intersection, removing 5 trees, installing Asphalt Rubber Hot Mix, installing 31 traffic loops, adjusting water and gas valves and manholes to grade, relocating traffic signal pull boxes, and installing a catch basin. Critical geometry grades were checked to identify the final removal and replacement limits. The project was designed to include all required CDBG Section 3 verbiage in the project specifications, and that the project scope/bid schedules were set up in such a way that maximized the City's budget. This included setting up alternate bid schedules in the bid package to ensure that budgetary overrun did not occur and to ensure that the City spend the allocated amount.





## RASHID SYED

### CERRITOS

#### ARTESIA BOULEVARD RECONSTRUCTION PROJECT (PHASE I)

Rash served as Project Manager & Construction Inspector on this project on Artesia Boulevard from Carmenita to Bloomfield Avenue. During the design phase, Rash was involved in selection of the consultant, and managing the design. He was the Construction Manager and inspector on this project. The work include rehabilitation using Asphalt Rubber Hot Mix.

### CERRITOS

#### TRAFFIC SIGNAL MODIFICATIONS

Rash served as the Construction Inspector on multiple traffic signal improvements in the City of Cerritos including: **Gridley RD./Target Development, Del Amo BLVD./State RD., South ST./Shoemaker RD., Del Amo BLVD. to South ST., Studebaker RD./Senior Housing, and Bloomfield AVE./Del Amo BLVD.**

### LAGUNA BEACH

#### SKYLINE, BLUEBIRD CANYON, SUMMIT DRIVE REHABILITATION

Rash provided inspection services for the city of Laguna Beach. The project limits were split into three areas: Area A (Skyline) includes 934,523 sf, Area B (Lower Bluebird Canyon) includes 158,057 sf, and Area C (Summit Drive) is 185,961 sf. The work included variable grind and overlay in some areas, and Type I Slurry Seal in other areas. There was 2,562 square feet of French Drain that was installed in Area

A. A 4" drain line was connected to a catch basin in Area A as well. The specifications also called for new traffic signal poles at the Skyline Drive, Crestview Drive, and Fern Street Intersections. The project also encompassed parkway and curb and gutter improvements, signage and striping.

### CERRITOS

#### CARMENITA ROAD RECONSTRUCTION (PHASE I)

Rash served as a Construction Inspector for the Carmenita Road reconstruction project. The project limits were from Artesia Boulevard to Alondra Boulevard. The scope of the work included removing and replacing damaged asphalt pavement, removing and replacing the damaged curb and gutter, and grind and overlay of the existing street. The project also required traffic striping and traffic control. The approximate construction cost was \$529,000.

#### (PHASE II)

Rash served as a Construction Inspector for the Carmenita Road reconstruction project. The project limits were from Artesia Boulevard to South Street. This street had existing median islands. The median curb was uplifted. The scope of the work included removing and replacing the uplifted median curb, damaged asphalt pavement, removing and replacing the damaged curb and gutter, and grind and overlay of the existing street. The project also required traffic striping and traffic control. Rash was also managing the design phase of the project, including project design review during the design phase.



**JOE ZAMARIPPA****IRVINE****PAD K AT THE MARKETPLACE CONCRETE  
FOUNDATION (NEW BUILDING)**

Joe was the inspector responsible for grading, layout, steel rebar placement, and placement of concrete. Coordination with general contractor on issues regarding survey staking, layout, RFI's, scheduling of underground excavations, plumbing, electrical, and erection of steel columns was essential. Project included over-excavation of native soil five feet deep and recompact 15,600 SF of building pad. Trenching of 820 LF of foundation footings, construction of forms and install steel reinforcement bars for foundations, stem walls, steel column pads, and grade beams. Total concrete placed was 230 cubic yards of concrete. The project was successfully completed on time and within budget. The project required coordinating with all stakeholders such as: The Irvine Company, the general contractor, the City of Irvine Building Department, and the project architect.

**IRVINE****ANNUAL STREET REHABILITATION &  
SLURRY SEAL PROJECT**

Joe served as inspector for the City of Irvine on this 7.2-million-dollar capital improvement project. The scope of work included removal and replacement of 45 ADA ramps, 2,000 LF of curb and gutter, and 5,400 SF of city sidewalk. Also included in project

scope was grind and overlay, Type I and Type II RAP Slurry seal, adjusting 110 manholes and 464 valves, and installation of 50 traffic loops. Intensive traffic control along Barranca Parkway was necessary due to crossing intersections during grind and overlay operations. Due to the nature of this project, it was necessary to actively respond to all resident questions and address needs to the community and City.

**SAN DIEGO****CALTRANS HIGHWAY 94 IMPROVEMENT  
PROJECT**

Joe served as project inspector for the general contractor on the Caltrans Highway 94 Improvement Project. Project construction included 3,950 LF of 16 feet high masonry soundwall, 125 LF of cast-in-place concrete barrier, hillside grading, new irrigation, and new landscaping. Joe was responsible for leading weekly safety meetings and implementation of safety plan. Special protective measures were put into place concerning Environmentally Sensitive Area (ESA), such as temporary orange fencing to deter workers and equipment from entering restricted area. All underground utilities were marked prior to excavation of soundwall footings and protected in place. Heavy coordination between Caltrans district manager, Caltrans inspectors, and effected residence allow project to be completed on time and within budget.

**RON OSTENDORF****PLACENTIA****CITYWIDE RESIDENTIAL STREET  
REHABILITATION PROJECT**

Ron provided inspection for the City of Placentia. The project was funded by a variety of sources including Gas Tax, Proposition 1B, Measure M1, and Measure M2. The analysis included 75 miles of roadway and the actual design spanned 35 miles. The scope of work entailed rehabilitating the roadway using primarily Type II slurry seal, chip seal, and portions of full R&R. The final design included rehabilitating 41% of the City's residential roadways, including 109 new ADA compliant curb ramps, 5,445 tons of slurry, 105,050 SY of chip seal, grind and overlay with 35,000 tons of AC paving, adjusting 209 manholes and 369 water valves, and 2,363 LF of curb and gutter. OE reviewed the City's Pavement Management Report, and completed a reconnaissance field survey to better understand the existing pavement conditions. The field survey included walking each proposed roadway to make recommendations for necessary localized AC R&R patches, and to identify damaged curb & gutter and uplifted, or non-ADA compliant sidewalks. The project also required providing a location matrix with photographs for each recommended repair, along with the estimated budget allocation for each location and work item.

**PICO RIVERA****TELEGRAPH ROAD LANDSCAPE MEDIAN  
IMPROVEMENTS PROJECT**

Ron provided inspection Services to the City of Pico Rivera. The project limits were on Telegraph Road, between Rosemead Boulevard and Passons Boulevard and on Rosemead Boulevard between Telegraph Road and Vista Del Rosa. This high profile project was funded by the Federal Highway Safety Improvement Program (HSIP) and Proposition C. A portion of the project limits were in the City of Downey, and multi-agency coordination was essential to the success of the project. Telegraph Road is a major residential and commercial thoroughfare running east-west. The roadway rehabilitation comprised of reconstruction of heavily deteriorated areas, including the Telegraph Road and Lindell Avenue intersection. The work also included a 2.5" grind and ARHM overlay. The project also called for curb and gutter, sidewalk, curb ramps, and landscape median improvements. The landscape component entailed fine grading, automatic irrigation installation, constructing a moisture barrier, and placement of over 16,000 tons of mulch, nearly 2,000 shrubs, 85 trees, and 50 brown trunk palms. This project was hailed as a landmark project for the City, and a ribbon cutting ceremony was held to celebrate the completion of work.

**ERIC NUNEZ****FULLERTON****WILSHIRE AVE., MARGARITA DR.  
& DOLORES DR. WATER MAIN  
REPLACEMENT & SEWER & STREET  
IMPROVEMENTS**

Eric served as Construction and Water Inspector for the City of Fullerton on the \$1,027,406.00 Wilshire Avenue, Margarita Drive and Dolores Drive Project. The project included 2,600 feet of 12" DIP, 60 feet of 10" DIP, 45 feet of 8" DIP, and 60 feet of 6" DIP, 11-6", 13-12" and 2-10" valve assemblies, 8 Fire Hydrants, 1-1" air release, and 33-1" services using existing water meters on Wilshire Avenue. Eric also inspected the placement of 798 feet of 8" SDR-35 sewer main, 6 sewer manholes, the reconnection of 12-4" sewer laterals and removal of 4 existing manholes on Margarita Drive and Dolores Drive.

**FULLERTON****EDGECLIFF DR. SEWER REPAIR PROJECT**

Eric served as the Construction Inspector for the Edgecliff Drive Sewer Repair Project for \$470,000 in the City of Fullerton. The project included minor repairs and slip-lining an existing sewer main located in the canyon behind the homes on Edgecliff Drive, Raymond Avenue, Kroeger Avenue, Shadow Lane, Skyline Drive, Linda Vista Circle, Cerritos Drive, Grandview Drive and Balcom Avenue under the Union Pacific Railroad tracks. The locations were all fairly inaccessible due to the location in the canyon

and under railroad tracks. It was decided that slip lining was a viable alternative to digging up and replacing the sewer line and laterals.

**FULLERTON****BROOKDALE & HIGHLAND WATER MAIN  
& SEWER REPLACEMENT PROJECT**

Eric provided inspection services on the Brookdale & Highland Water Main & Sewer replacement Project where he Oversaw the abandonment of an existing 6" sewer main and 5 existing sewer manholes, and the installation of 800 feet of 8" VCP sewer main and reconnection of 6 new manholes. Eric additionally oversaw the repair of existing water lines and the installation of new earthquake valves for reservoirs and DCDA water meters.

**FULLERTON****LEMON ST., ROSSLYN AVE., STATE  
COLLEGE BLVD. & BALCOM AVE. SEWER  
REPLACEMENT PROJECT (PHASE I & II)**

Eric served as the Construction Inspector for the City of Fullerton. The project included inspected the placement of 3,727 lineal feet of 8" V.C.P, 569 sewer lateral connections and 19 feet of 8" V.C.P pipe, 1,724 lineal feet of 21" VCP pipe, 149 feet of jackbore 42" steel casing, and 1-48" and 10-60" sewer manholes. Eric also oversaw the remodeling of sewer manhole shelves, abandonment of 12 existing sewer manholes and the installation of 21-48" and 1-60" sewer manhole, as included in the contract. The project had a budget of \$1,912,358.





## RON BRAHS

### BUENA PARK

#### BEACH BLVD. SEWER IMPROVEMENT

Ron served as a contractor Superintendent on this Beach Boulevard sewer improvement project in the City of Buena Park. Work was done along 0.5 miles of Beach Boulevard, at the I-5 freeway, on both sides of the street. Caltrans coordination was mandatory for this project and conscientious traffic control was essential due to high traffic. Some work was done at night to mitigate traffic congestion. The project took two months to complete.

### SOUTH GATE

#### ATLANTIC AVENUE AND FIRESTONE BLVD. INTERSECTION IMPROVEMENTS

Ron provided inspection services for the City of South Gate on this \$6 million project. The project limits were on two arterial streets: Atlantic Avenue from Firestone Boulevard to Patata St. (~1,300 LF) and Firestone Boulevard, from Dorothy Avenue to Atlantic Ave. (~2,200 LF). The project involved the widening and realignment of the intersection to increase the number of thru, left turn lanes, the length of turn pockets, and right turn lanes. In addition to the widening, the scope entailed a concrete approach to the intersection; concrete intersection; grind and ARHM overlay; four legs of the intersection;

50,000 SF of sidewalk, 1,850 LF of curb and gutter, 2,100 LF of DIP waterline and 2,840 LF of recycled waterline, and 4,656 LF of median island curb with decorative landscaping and a city monument sign. This project was funded with Measure R, MTA and other state funding sources, and required the preparation of an award package and the continued upkeep of project files, invoices, reports and submittals in accordance with Caltrans' LAPM.

### TORRANCE

#### RESIDENTIAL STREET REHABILITATION PROJECT (AREA C)

Ron was the Construction Inspector on the Residential Street Project for Area C. Area C consists of sixteen residential streets bounded by Dominguez Street to the north, Van Ness Avenue to the east, Torrance Boulevard to the south, and BNSF Railroad to the west. The scope of work entailed removing the existing asphalt pavement by cold-milling/excavation, removal of existing concrete curb and gutter, removal of portions of sidewalk, driveway approaches and concrete curb ramps, the construction of variable height PCC curb and gutter, new PCC driveway approaches and driveway curb depressions, cross-gutters, alley approaches, sidewalk, traffic loops, and the reconstruction of pavement with asphalt concrete and base material and the replacement of existing traffic striping with appurtenances.

## BOB PARSONS

### BREA

#### RAILS TO TRAILS BIKE AND FOOT PATH

Bob provided Inspection services for construction of this 1,850-foot bike and foot path in the City of Brea, with a 10-foot wide, paved and striped two-way bike path and adjacent semi-permeable specialized DG footpaths, with varying widths of 4.0-5.5 feet. The project also entailed a geotechnical investigation, minimal landscaping, and bringing a connecting path from a nearby parking structure up to ADA standards. An electrical conduit was installed along the length of the project for future use, and two driveways within the limits required a grind and overlay. Work also included raising five manholes and directing runoff water to the natural bio-swale. Caltrans coordination was essential to completing this project, and intensive traffic control at Imperial Highway was also necessary while a new pedestrian signal was installed.

### BREA

#### ELM STREET RESURFACING AND WATERLINE REPLACEMENT PROJECT

Bob provided Inspection services on the Elm Street Resurfacing and Waterline Replacement project for the City of Brea. The project's roadway improvements spanned 4,100 LF and included a 2-inch cold mill, 2.75-inch Type III-B2 base course, and a 2-inch ARHM

overlay. The scope also included widening the street to accommodate 5-foot sidewalks, replacing access ramps to meet ADA Standards, installing 2 new cross-gutters, repairing 2 additional cross-gutters, and replacing several homeowner driveways. Furthermore, the waterline improvements included abandoning a 6-inch main, connecting 7 side-street water lines to the existing 12-inch water main on Elm Street, installing 42 water valves ranging in size from 8-inch to 12-inch, connecting 62 existing water services to the 12 inch main, and installing 12 new fire hydrant assemblies. This project required heavy traffic control and coordination with residents.

### BREA

#### STATE COLLEGE BOULEVARD STREET REHABILITATION

Bob provided Inspection services to the City of Brea on the State College Boulevard Rehabilitation Project. The project limits spanned State College Boulevard, from Birch Street to the south City limit. The scope of work included grind and ARHM overlay, crack sealing, replacing curb, gutter, sidewalk, and median-island noses, installing new video detection and a traffic controller at one intersection, traffic loops, and upgrading ramps to be ADA-compliant. In order to minimize impact on motorists, paving and signal work was completed at night on Birch Street and Imperial.

## JAMES GREENFIELD

### WHITTIER

#### MULBERRY AVENUE ROADWAY & BUS PADS REHABILITATION

James provided inspection services on the grind and overlay of Mulberry Avenue for 2 miles between Colima Road and Greenleaf Avenue using conventional AC. This project had 8 bus pads, 12 ADA ramps, curb & gutter, minor sidewalk repair, and commercial drive aprons. Extra precaution had to be taken during grinding and paving as Union Pacific Railroad operated within the limits of the project. There were 49 manholes which required raising, and complete re-striping. James provided all daily logs detailing personnel and equipment, as well as all materials and quantities used during construction.

### BREA

#### BREA TRACKS AT SEGMENTS 2 & 3

James provided Inspection services for this project entailing the construction, soil remediation and grading of a multi-use trail approximately 1,300 LF in length, consisting of a bike trail, stairs, bike trough, and a pedestrian path located in the former rail road property north of Birch St., between the Brea Canyon Flood Control Channel and Brea Blvd. The project also called for construction of a restroom and plaza facility in the formerly rail road property, located north of Birch St., between Brea Blvd. and State College Blvd.

### CARSON

#### SEPULVEDA BLVD. REHABILITATION (CALTRANS COORDINATED)

James provided inspection on this project which included cold-milling and 2" ARHM cap on Sepulveda Boulevard between the 110 freeway, and Western Avenue. This required close cooperation with Caltrans as the freeway on and off ramps were within the limits of the project. This project also involved commercial drive aprons, minor sidewalk repair, and curb & gutter.

### HAWTHORN

#### CRENSHAW BOULEVARD RECONSTRUCTION

James was the inspector on this project requiring road reconstruction on Eriel Ave., W 132nd St., 133rd St., 134th St., and 134th Pl. between Lemoli Ave., and Crenshaw Blvd. After removing portions of Eriel Ave., petroleum fumes were found under the existing asphalt and the environmental lab determined that this was due to the proximity of the Hawthorne Airport a block away. Several hundred cubic yards of unclassified excavation had to be trucked to a site and decontaminated. All new sidewalk, aprons, and crossgutters were added to the cul-de-sacs of 133rd St., 134th St., and 134th Place.



## CIP PUBLIC WORKS INSPECTION

### Our Construction

Managers (CM) can provide the City of Brea with CM and Inspection services as required. The key to a successful project is a CM who will manage cost, schedule, and quality. OE's team of CM's have provided such services on a list of projects for many City clients. This includes roadway rehabilitation and reconstruction, street widening, traffic signal improvements, storm drain, water & sewer line, landscaping, facilities improvements, etc. This involves projects funded through a variety of methods including ARRA, FEMA, FHWA, CDBG, Measure M, & Prop 1B.

### BID ASSISTANCE

#### RFI COORDINATION

#### JOB SAFETY COMPLIANCE

#### TRAFFIC CONTROL REVIEW

#### PREPARE/RECOMMEND CCO

#### NON-COMPLIANCE LIST

#### REVIEW/PROCESS PAYMENTS

#### MAINTAIN/SUBMIT PROJECT FILES

#### AS-BUILT PLAN MAINTENANCE

#### PROJECT SCHEDULE REVIEW

#### COMMUNITY COORDINATION

#### PUNCH-LIST OVERSIGHT

#### SUBMITTAL REVIEW

### REQUIRED WORK ITEMS

### PUBLIC WORKS INSPECTION

OE's team of inspectors are very flexible with experience handling more than one project at a time and adjusting to a varying work pace. This is essential for Public Works Inspections, where the Inspector will be requested to move from site to site quickly and seamlessly. OE is currently providing public works inspection to multiple Cities, which means we know what public agencies expect and can efficiently deliver personnel to exceed expectations. They will provide inspections on encroachment permits, public works construction, land development and related work.

### PUBLIC WORKS CIP PROJECTS

Our Inspectors will be the City's feet on the ground, advocating the best interest of the City while keeping the Contractor on task to ensure safety, quality, and compliance with the contract documents. This ensures active monitoring and documentation of the job site and project progress. It also provides notes on labor, weather, progress, key items, and field observations and paves the way for clear documentation of existing condition, progress of construction, and final field conditions. Our inspectors are well versed in the construction of different projects with varying levels of complexity. We understand the City's desire to have a bench of inspectors to provide inspection services for a variety of Public Works, Street Maintenance, Landscape, Traffic Signal, Storms Drain, and other CIP projects.





## PROJECT SCOPE OF WORK

### TASKS

### DELIVERABLES

(BI) WEEKLY  
PROGRESS  
MEETINGS

meeting agenda & minutes  
weekly statements  
working days report  
status reports

SCHEDULE REVIEW

construction schedule updates

COMMUNITY  
COORDINATION

community coordination records  
discussion notes  
date of discussions  
actions taken

CONSTRUCTION  
INSPECTION

daily reports  
working day statements  
daily photo diary  
raw image files & video (digital)

TRAFFIC CONTROL

traffic control notes

JOB SAFETY COMPLIANCE

safety infraction reports

CHANGE ORDERS

change order notes  
change order recommendations  
ensure accurate records quantities  
ensure records back-up

LABOR COMPLIANCE

contractor certified payroll records  
CM payroll review notes  
employee interview forms  
employee interview reports

MATERIALS TESTING

CONSTRUCTION STAKING

CONSTRUCTION DOCUMENTATION

WATER QUALITY & SWPPP

### TASKS

### DELIVERABLES

PRE-CONSTRUCTION MEETING

meeting minutes & agenda

CONSTRUCTABILITY REVIEW

RFI COORDINATION

assist in RFI review

SUBMITTAL REVIEW

submittal log  
stamped submittals  
recommendations

**PHASE 2**  
CONSTRUCTION

**PHASE 1**  
PRE-  
CONSTRUCTION

**PHASE 3**  
POST-  
CONSTRUCTION

CONSTRUCTION  
DOCUMENTATION

### TASKS

### DELIVERABLES

FINAL WALK-THROUGH  
AND INSPECTION

IOR red - lines  
contractor red - lines  
CM coordination records  
final as-built documentation

AS - BUILT PLANS

preliminary punch list  
final punch list  
inspector's non - compliance notice  
non - compliance notes

PUNCH LISTS

completion recommendations

NON - COMPLIANCE ITEMS

final report of completion

COMPLETION RECOMMENDATIONS

final payment recommendations

FINAL PAYMENT REQUESTS

final project files (per LAPM)  
final project report  
as - built drawings  
digital set of drawings  
construction files

CONSTRUCTION DOCUMENTATION

WATER QUALITY & SWPPP

SUBMIT FILES

non - compliance notes

LABOR COMPLIANCE

contractor certified payroll records  
CM payroll review notes  
employee interview forms  
employee interview reports

### PROJECT RECORDS

### JOB CONTROL DOCUMENTS

DCRs

PROJECT SCHEDULE

CORRESPONDENCE

BID SCHEDULE

RFIs

(BI) WEEKLY STATUS REPORT

SUBMITTALS

WEEKLY STATEMENTS OF WORKING DAYS

CCOs & PROGRESS PAYMENTS

CONSTRUCTION CHANGE ORDERS

LAB & FIELD TEST REPORTS

CERTIFIED PAYROLL RECORDS

MATERIALS DELIVERY TICKETS

LABOR COMPLIANCE DOCUMENTS

COMPLIANCE CERTIFICATION

MONTHLY CONSTRUCTION PAYMENTS

PROGRESS REPORTS & PHOTOS

MEETING MINUTES

GUARANTEES & CERTIFICATIONS

AFFIDAVITS/LEASES/EASEMENTS

**CM & INSPECTION QA/QC**

Through our years of Construction Management and Inspection Services experience, we've come to understand that success comes through a solid QA/QC plan, implemented from the onset of a project. For each project we undertake, OE implements protocol from a detailed in-house QA/QC manual that defines roles, responsibilities, expectations, review requirements, and quality standards of all documents and procedures within the firm.

Our team brings considerable experience with keeping projects on track - experience gained on many public works construction projects in Southern California. We believe it is imperative that we have a full understanding of the timeline of each project, from beginning to end. We can personally build CPM schedules and handle the monthly updates with the responsible agencies. Our Construction Managers will hold meetings with the contractor to discuss the status of the schedule and identify any potential roadblocks or challenges. They will review each monthly update promptly and provide comments or acceptance after receipt of the submittal from the Contractor. We make a point, at the start of every project, to specifically tailor the QA/QC program and work plan to the specific project needs. OE's team approach to project controls is to achieve estimating, cost control, and scheduling objectives through conscious planning and execution of the work, and through the continuous monitoring of cost, schedule, quantities, and performance.

**PROVIDE** construction teams with the control tools and documents to accurately estimate, plan, and monitor work to meet the project's cost, schedule, quantities, and performance.

**IMPLEMENT** tools and control documents toward the support of the Change Management Process and the preparation/review of change orders for City approval. The Change Management Control is for early warning and approval for the control of deviations in engineering cost, cost of material and equipment, and construction during all project phases.

These are the goals we strive to achieve while simultaneously managing the various aspects of project controls.

**IDENTIFY** opportunities in a timely fashion so impacts to cost, schedule, quantities, and performance are realized and minimized or avoided. The primary focus is early identification of opportunities or potential risks, then finding alternative solutions to quickly implement corrective actions.

**FACILITATE** communications to provide the City with advanced long-term visibility necessary to make proactive and informed decisions.

## PROJECT CONTROLS

OE utilizes technology-based systems equip with tools designed to store, access, and share project-related information. These Systems are capable advancing immediate, real-time project-related updates; error mitigating analysis, schedules, provide 24/7 access to City project personnel, increase productivity and reduce costs to the City.

### VPM

OE understands that the City of Brea utilizes VPM for inspection documentation. We are familiar with VPM, which is a web-based project management system built for public agencies. In fact, we are aware the developers at VPM have worked directly with the City of Brea to develop some of the product features. We can easily utilize VPM for any of the City's projects if requested.

### COST CONTROL

One of our core corporate philosophies is honesty and transparency. We use Advanced Financial Software to prepare invoices and reports, which allows the City to request billing statements at any time in the billing cycle. We can also send a real-time report of hours and expenses, letting the City of Brea easily compare proposed resources to resources used and/or remaining.

### SCHEDULE CONTROL

The OE team values time, for both our clients and our team members. To keep projects efficient, on track, and to maintain transparency, we invest in scheduling tools such as Microsoft Project and Microsoft Primavera, operated by our course trained in-house staff. Every time we submit a proposal, we prepare a Critical Path Method (CPM) schedule which corresponds to our resource allocation chart and fee proposal. CPM scheduling is highly useful as it allows OE to digitally input, analyze, modify, and share project scheduling. When preparing the schedules, OE consider resources, tasks, relationships and durations. OE makes use of this information to maximize efficiency. When awarded a contract, our team updates the schedule with the Notice to Proceed date. This is then imported into our proprietary solution "Onward Collab" which the City will then have full access to. From there, OE can seamlessly document and assign tasks and subtasks. The result is that the details and the progress of the project would be available at all times to be tracked by the City and by our QA/QC team in real-time. Project Managers are then enabled to assess the workload of every team member at any given time, so that immediate adjustments can be made to the project. For example, if additional resources are needed to meet a milestone, the City would have immediate access to all change details. This system also allows for back and forth dialogue regarding a specific task or subtask. The full conversation addressing that item is centralized and can be reviewed at any point.





Another view that can be utilized is the Board View. This shows buckets of tasks, with each bucket representing a team member. Moving tasks by a drag and drop, this gives the City clarity as to who is doing what and how much work is on their plate.

## COMMUNITY OUTREACH

Public outreach is a critical aspect of any project, but it is often overlooked. OE places an emphasis on public outreach for the interests of residents, businesses and stakeholders to provide positive public perception of the City, reduce City costs, and garner public buy-in.

### INTERACTIVE WEB MAPS



To view project pages and maps,  
please visit: [www.oe-eng.com/dbarea5](http://www.oe-eng.com/dbarea5)

OE has the tools and skills to build complex, dynamic maps to keep the public informed. Any stakeholders affected by our work can easily access our interactive maps online to see detours, phasing, temporary parking, street closures, and basic project limit information. OE would manage the site and content in accordance with City requirements, updating the maps in real time, and in-turn providing the City of Brea with convenient, easy-to-access content oversight and to disseminate valuable information.

## WEB PAGE

We also offer the option of hosting these informative web pages on a separate sub-domain linked directly to the City's website. OE can then produce and update all public notices (PDFs), project information and maps, saving the City time and resources.





## TELEPHONE HOTLINE

OE establishes project hotlines to provide businesses, residents, and City staff 24/7 access to project personnel. The City will be provided with a hotline for this project that can function as the contact number for the duration of the project life cycle. All calls are tracked, so a call log can be generated and saved, with caller information, time of call, and voice-mail. Upon setup, callers will be greeted by a brief pre-recorded introduction, after which a vocalized menu will offer key options for helpful project information, such as street closures, parking restrictions and schedule changes. They will then have the option to be routed to a task specific staff member. This system is completely customizable, where the contact person can be changed throughout the course of a project, and the system works even if phases are handled by different consultants. This available resource provides peace of mind to the community, knowing the option to voice their concerns and obtain information is a phone call away. This method of consolidation also means less headaches for the City.



ONWARD ENGINEERING takes no **technical** exceptions or deviations from the requirements of the City of Brea's RFP for Professional Consulting Services Construction Management and Inspection Services, FY 2018-2019.

ONWARD ENGINEERING takes no **contractual** exceptions or deviations from the requirements of the City of Brea's RFP for Professional Consulting Services Construction Management and Inspection Services, FY 2018-2019.

**CONSTRUCTION  
INSPECTOR**

**\$110** | hourly

**CONSTRUCTION  
MANAGER**

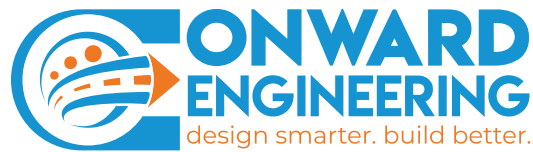
**\$140** | hourly

**COMMUNITY  
COORDINATOR**

**\$75** | hourly

**PROJECT  
MANAGER**

**\$135** | hourly



**QA/QC  
MANAGER**

**\$145** | hourly

**PROJECT  
ENGINEER**

**\$115** | hourly

## **FEE SCHEDULE/HOURLY RATES**

for Professional Consulting Services

Construction Management

& Inspection Services

FY 2018 - 2019

for the City of

**CITY  
ENGINEER**

**\$150** | hourly

**PLAN  
CHECKER**

**\$110** | hourly



**TRAFFIC  
ENGINEER**

**\$150** | hourly

**CLERICAL  
STAFF**

**\$55** | hourly

**PERMIT  
TECHNICIAN**

**\$50** | hourly

CITY OF BREA

**Construction Management & Inspection Services RFP, April 2019**

**Status of Past and Present Contracts Form**

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b>	
<b>Contact name:</b>	<b>Phone:</b>
<b>Project award date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	<b>N/A</b>
<b>1) Status of contract:</b>	
<b>2) Identify claims/litigation or settlements associated with the contract:</b>	

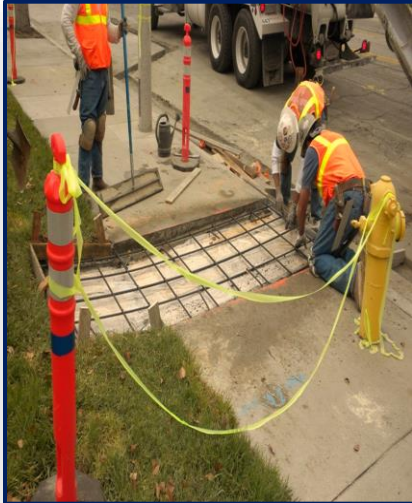
By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature   
Name: Majdi Ataya  
Title: President

Date May 10, 2019



**Proposal to Provide**  
**Professional Consulting Services for**  
**Construction Management & Inspection Services**  
**FY 2018-2019**  
**- City of Brea -**



**LAE**  
**ASSOCIATES,**  
**INC.**

Contact Information:

650 North Rose Drive, # 182  
Placentia, CA 92870  
LAEassociates.com  
Tel: 714.993.2840  
Info@LAEassociates.com

May 10, 2019

Michael S. Ho, P.E.

Deputy Director of Public Works/City Engineer

Public Works Department – Engineering Division

City of Brea

1 Civic Center Circle

Brea, CA 92821-5732

**SUBJECT: PROPOSAL TO PROVIDE PROFESSIONAL CONSULTING SERVICES  
FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES, FY  
2018-2019**

Dear Mr. Ho:

Local Agency Engineering Associates, Inc., DBA: LAE Associates, Inc. (LAE) is pleased to have the opportunity to submit our proposal to the City of Brea (City) to provide Professional Consulting Services for Construction Management & Inspection Services for FY 2018-2019. Throughout this letter and submittal, we express our sincere interest in working closely with the City, our extensive experience, as well as our understanding of the City's needs from this partnership.

We constantly work with agencies who have very similar and comparable projects as the City does, enabling us to reinforce our knowledge and present our expertise to the City. **The key staff members designated have over thirty (30) years of Public Works Construction Management and Construction Observation experience.**

We understand that Capital Improvement Program (CIP) and Engineering projects are designed to enhance the quality of life by improving the City's infrastructure. LAE understands that certain City projects may utilize Federal-Aid funds. **Our team has successfully completed and managed several Federal-Aid funded projects.** With team members having worked for various Cities, Counties, Caltrans, and other public agencies, LAE presents itself as having a firm grasp of the intricacies and details associated with the nature of this work.

LAE proposes to have two Disadvantaged Business Enterprises (DBE) subcontractors as part of its team: GCAP Services (Sylvia Linn, JD, MBA, Labor Compliance Manager, 525 Hyland Avenue, Suite 260, Costa Mesa, CA 92626, 714-800-1795) and JMD (Juan M. Diaz, MBA, PE, President/CEO, 18645 East Gale Avenue, Suite 212, City of Industry, CA 91748-1363, 626-820-1137).

We have received all appurtenant RFP addenda. This Proposal is valid for ninety (90) days from May 10, 2019. All information submitted with the proposal is true and correct.

Please feel free to contact me with any inquiries regarding this proposal at 714-993-2840 or FredA@LAEassociates.com.

Sincerely,

Fred Alamolhoda, P.E.

President

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## A) Qualifications, Related Experience, and References

### 1) Profile of the firm:

LAE Associates, Inc. (LAE) is a provider of professional engineering services to public agencies all across Southern California, with an objective of bettering the communities we live in and ensuring the satisfaction of our clients. In 2007, LAE was founded on the premise of enhancing the processes, outcomes, and nature of municipal projects and currently employs over ten (10) professionals. LAE is a Small Business Enterprise (SBE) firm and being a California corporation, LAE's clients include California cities, counties, and other public agencies.

Our firm specializes in Construction, Project, and Program Management services for public agencies. In addition, LAE's services include: Construction Observation, City Services, Staff Augmentation, Capital Project Planning, Transportation Funding Strategies, full spectrum of Caltrans (CT) Local Assistance Services Training and Consulting to individual Cities, Counties, Councils of Governments, and other Public Agencies.

<b>Name</b>	Local Agency Engineering Associates, Inc. (DBA: LAE Associates, Inc.)
<b>Address</b>	650 North Rose Drive #182 Placentia, CA 92870
<b>Telephone</b>	(714) 993-2840
<b>Email</b>	FredA@LAEassociates.com

Table 1: Identification of LAE

Having familiarity with the area allows us to provide our services in a time-effective and efficient manner with high caliber outcomes. LAE employees have experience in the public sector and know the intricacies involved in this RFP's line of work. The management of the firm has over thirty-six (36) years of Public Works experience, having been employed with several cities and CT on relevant practices. The LAE team has been successful in its efforts due to its high quality and timely project delivery, experienced staff, loyal clients, and reputable project partners it possesses. Over ten employees work from our office, client offices for staff augmentation, and/or the field. **LAE is headquartered in Placentia, CA, only a five (5) minute drive to Brea's City Hall.**

The City of Brea (City) has issued a RFP for Professional Consulting Services for Construction Management & Inspection Services for FY 2018-2019 to obtain qualified consultants and ensure the City's growth needs are met. The LAE team is a group of highly experienced personnel who have in-depth knowledge of Engineering and CIP projects, from conception to completion. Each of our proposed key team members have over thirty (30) years of Public Works experience, having been former City Engineers, Public Works Directors, and Senior Engineers. We set forth to meet and surpass the outlined Scope of Work, placing emphasis on the outcome of projects by ensuring an improved infrastructure for the communities in the City of Brea.

## 2) LAE's Financial Condition

LAE has a positive and solid financial condition. No bankruptcy, pending litigation, planned office closures, and/or impending mergers are foreseeable that may impede our ability to complete the project.

## 3), 4), and 5) Our Experience with Projects, Government Agencies, and listed Subcontractors

LAE has a demonstrated a history of providing Consultant Services for the service area we are proposing for: **Construction Management and Inspection**, having worked very closely with Cities, Counties, Caltrans, SBCTA , and other public agencies. We are the on-call consultant for many of our clients, assisting them in times of urgency as well as year-round on a variety of Public Works projects.



We have experience and knowledge in **Construction Management, Construction Observation, Project Management, and Federal Funding/Grant Compliance** with public agencies, services that apply to this RFP. We are very familiar with the entire project process, from pre-construction to post-construction, and know how to obtain desirable results for the City of Brea (City). We have been able to streamline this process for our clients with a series of established methods and rapport developed with the participating agencies.

LAE has been providing relevant project services to public agencies, services that are quite similar to those in which the City is seeking through this RFP. The

services have consisted of the following services, which will be described in greater detail in this proposal.

- Pre-Construction
- Construction Phase
- Post-Construction

The following are relevant examples of how LAE is qualified and ready to handle the needs and expectations of the City. As illustrated below, LAE has assisted public agencies with the Construction Management and Inspection of many of their projects.

#### Partial List of Relevant Project Experience

##### **Central Avenue Pavement Rehabilitation Project (Phase I)**

**Client:** City of Compton

**Description:** Installation of terminal blend rubber chip seal and slurry seal on existing pavement; removal and replacement of failed asphalt concrete areas, installation of ADA compliant curb ramps, curb, gutter and sidewalk improvements, traffic loop replacement and other minor associated work.

**Project Funding Type:** Metro Proposition C/other local Funds

**Construction Cost:** \$1,531,670

**LAE's Duties:** Construction Management, Construction Observation, Geotechnical Services, Labor Compliance

**Team Members:** Fred Alamolhoda, Ken Manera, Kevin Alamolhoda

**LAE Subcontractors:** GCAP Services (Labor Compliance), JMD (Designer)





## **Wilmington Avenue Safe Streets Pedestrian/Bicycle**

### **Improvement project**

**Client:** City of Compton

**Description:** Development of safer pedestrian crossings and intersections, as well as installing bicycle lanes to improve bicycle visibility and safety, thereby reducing collisions. Installation of Asphalt Rubber Hot Mix (ARHM), AC Base Course, removal and replacement of failed asphalt concrete areas, installation of ADA compliant curb ramps, curb, gutter, sidewalk, cross gutter improvements, traffic signal modifications, pedestrian signal modifications, and other minor associated work.

**Project Funding Type:** Active Transportation Program (ATP) & Metro Prop. C Funds

**Construction Cost:** \$1,219,750

**LAE's Duties:** Construction Management, Construction Observation, Geotechnical Services, Labor Compliance, and Grant Administration during Construction

**Team Members:** Fred Alamolhoda , Ken Manera, Kevin Alamolhoda, Fred Agah

**LAE Subcontractors:** GCAP Services (Labor Compliance) & GAI (Materials Testing)

## **Two (2) Quadrant Water Main Replacement Projects**

**Client:** City of Chino

**Description:** Installation of Water Mains, Service Laterals, Fire Hydrants, and associated components on Ten (10) residential streets. Pressure Testing, Bacteria Testing, Tie-Ins, and service turnovers.

**Project Funding Type:** City Water Fund

**Project Costs:** \$2,600,000



**LAE's Duties:** Project and Construction Management, Staff Augmentation

**Team Members:** Bill Bayne, Kevin Alamolhoda

**Sewer Re-Lining Project (*In Progress*)**

**Client:** City of Chino

**Description:** Sewer Re-lining work at twelve (12) locations throughout the City.

Categories range from cracks and root intrusion to emergency and risk of collapse. Cleaning and CCTV work. Over 13,000 linear feet of re-lining work.

**Project Funding Type:** City Sewer Fund

**Project Costs:** \$598,625

**LAE's Duties:** Construction Management, Staff Augmentation

**Team Members:** Ross Anderson, Kevin Alamolhoda

**Community Facilities District (CFD) Improvements (*In Progress*)**

**Client:** City of Chino

**Description:** Address program, administrative, and construction management needs of CFD projects. Provide support with City's Mello-Roos Community Facilities Act funded development projects. Provide engineering/construction project management services for CFDs projects; ensure CFD project schedules, cost, quality, and performance are met; coordinate, manage, and monitor the progress of assigned CFD projects and programs at all stages of the projects; as well as perform other appurtenant work.

**Project Funding Type:** CFD Bonds

**Project Costs:** Over \$20 million

**LAE's Duties:** Project and Program Management **Team Members:** Ross Anderson,  
Fawne Yamashiro

### **Federal Safe Routes to School Cycle II Project**

**Client:** El Monte

**Description:** Removal of existing street improvements;  
installation of sidewalk, curb, and gutter; installation of  
bulb-outs (curb extensions); installation of ADA curb ramps;  
installation of high visibility crosswalks, installation of  
pavement marking and signage, installation of storm water  
treatment system; and associated construction traffic control.



**Project Funding Type:** Federal Safe Routes to  
School (SRTS) Funds

**Construction Cost:** \$1,116,100

**LAE's Duties:** Construction Management/Observation, Geotechnical and Material  
Testing, Labor Compliance

**Team Members:** Fawne Yamashiro, Ken Manera

**LAE Subcontractors:** GCAP Services (Labor Compliance) and GAI  
(Geotechnical Engineering)

## **Crown Valley Parkway Pavement Rehabilitation Project**

**Client:** City of Laguna Niguel

**Description:** Rehabilitate the existing roadway by grinding and paving and/or full depth repairs in spot areas of pavement failure, grind adjacent to the parkway curb and gutter and median curb, and full width overlay with rubberized asphalt. Additionally, the Project will include roadway striping, traffic loop replacement and construction of ADA compliant ramps for existing non-compliant and missing ramps.



**Project Funding Type:** Arterial Pavement Management (APM) and Earmark  
Re-purposing Federal Funds

**Construction Cost:** \$1,600,000 .00

**LAE's Duties:** Construction Management, Geotechnical Services, Labor Compliance,  
Grant Compliance Administration

**Team Members:** Fred Agah, Fred Alamolhoda, Jerred Andrews

**LAE Subcontractors:** Willdan Geotechnical (Geo-technical Services), GCAP Services  
(Labor Compliance)



Our approach to managing infrastructure projects is to take a results-oriented view. This means LAE takes calculated actions, proactively seeks solutions on potential issues, and plans ahead of schedule. In order to meet and surpass the City's needs and desires, the LAE team will thoroughly review the contract documents. Prior to the start of construction, LAE will have a detailed comprehension of the Plans and Specifications. The project schedule will also be followed with the budget in mind, while preserving safety. The LAE team will review the entire project: comprehend and follow the schedule, be aware of the projects' federal funding/budget and terms and have a thorough understanding of the scope of work. LAE will develop CM, Materials Testing, and Inspection systems specific to each project's needs, in order to ensure proper task management of projects. To have everyone on the same page, clear and prompt communication will be held by LAE, the City, and stakeholders of the project. The Construction and Project Management team will continuously be accessible via phone and email during construction of projects, actively communicating and updating members involved in projects.



Figure 1: Brea City Hall Park

Our proposed team possesses practical, relevant, and quality experience on projects with nearly the same Scope of Services. We are equipped to bring our familiarity and know-how to the City of Brea and be of contribution to the City's projects.

We have developed a series of internal checklists to ensure proper conduct on different types of projects with unique needs. Our system of tracking project data and information, using logs, databases, computer programs, and innovative practices, will allow us to undertake the City's projects in a timely and efficient manner.

With the use of schedules, we can track the progress of projects and look into potential upcoming conflicts. Staffing needs are also projected with the use of such systems. Critical tasks and milestones will clearly be identified, with dates shown to visualize when submittals need to be received, construction activities are to be completed, and meetings are to be conducted. Further detail of our key issue management approach is discussed in the proposal.

Since we provide Program and Fund Management as an exclusive service to some of our clients, we will incorporate our methods of managing project funds and budgets into the City's construction projects, especially for Federal Aid projects.

Considering that projects may utilize federal funding, projects shall comply with the following funding requirements:

- Clearance from federal debarment
- Disadvantaged Business Enterprises (DBE)
- Submitting construction award package to CT
- Buy America
- CT Approved Quality Assurance Program (QAP) and testing
- Contract documentation and Weekly Statement of Working Days Reporting
- Bid Quantity, progress payment, and documentation for CT invoicing

- Prevailing wages and labor compliance
- LAPM's Contract Change Order (CCO) and CCO memo
- LAPM's construction, and other federal guidelines
- LAPM's final invoicing, and closure package
- CT and FHWA's review process

The City intends to improve its overall infrastructure through a series of CIP and Engineering projects. We understand that CIP projects are designed to enhance the quality of life for the citizens. Our team will provide **Construction Management, and Inspection Services.**

When selected, the LAE team will review the Project Plans and Specifications, visit the project sites, and take notes on the project needs. We understand the City's goal of engaging in multiple CIP projects in the coming years is to create an improved, safe, and enhanced infrastructure for residents, businesses, and visitors.

**Constructability Review:** Upon being selected, LAE will review the Plans and Specifications to ensure that contract documents are complete before the project construction starts. LAE's CM will provide a thorough review of the construction sequence necessary to complete the improvements included in the contract documents, conduct thorough review of the construction plans and specifications, and prepare a list of the following for constructability review, including potential recommended corrections:

- Challenges of completing any element of construction
- Conflicts between elements or the environment

- Construction components not appropriately compensated by bid schedule

Each identified item of concern will be verified with design teams. Once a set of recommended corrections is developed, it will be ensured that time constraints to correct these items will impact their implementation and/or schedule.

LAE's PMs will prepare or provide the following upon completion of the Plans, Specifications & Estimates (PS&E) package in order to advertise the projects:

- Review and Provide Overall Project Coordination and Administration
- Prepare Construction Management Plan and Key Personnel Directory
- Review and Prepare Project Schedules
- Coordinate Construction Contract Documents
- Ensure Safety Program Compliance
- Review of Design Documents and Constructability Review
- Facilitate Competitive Bidding, Invitations for Bids and Contracts
- Develop Bidders Interest List/Pre-Bid Procedures
- Respond to Bidders' Inquiries

Upon bid opening, we will review the bid proposals, provide bid analysis, conduct license/reference checks, and provide our recommendation to award contracts to lowest responsive bidders for compliance. We will obtain the City's approval and the City Council meeting date to schedule for projects to be awarded. In addition, LAE will prepare City Council staff reports for the City's review and approval.

LAE has reviewed the City of Brea's Adopted Budget for Fiscal Year 2018-19. LAE understands that the City of Brea anticipates over \$15 million in capital



improvements for FY2018-19. The CIP projects will include street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements, slurry seal, sidewalk replacement, sewer mainline relining, and miscellaneous water improvements .

#### (6) References

Below are our client references and their contact information.

Agency	Address	Contact Name	Telephone Number/ E-Mail Address
City of Chino	13220 Central Ave. Chino, CA 91710	Maria Fraser, P.E. CIP Engineering Manager	909.334.3310 mfraser@cityofchino.org
City of Diamond Bar	21810 Copley Drive Diamond Bar CA 91765	David Liu, P.E. Director of Public Works/City Engineer	909.839.7041 dliu@diamondbarca.gov
City of Hermosa Beach	1315 Valley Drive Hermosa Beach, CA 90254	Glen W. C. Kau, P.E. * Public Works Director	310.318.0238 gkau@hermosabch.org
City of Seal Beach	211 Eighth Street Seal Beach, CA 90740	Steve Myrter, P.E. ** Public Works Director	562.431.2527 smyrter@sealbeachca.gov

Table 2: References

\* LAE worked with Glen W. C. Kau and staff while he was the Public Works Director at the City of Compton.

\*\* LAE worked with Steve Myrter and staff while he was the Public Works Director at the City of Signal Hill. In April 2019, LAE started assisting the City of Seal Beach with the Program Management of its ATP funded project.

Personnel, Role, Education, Years of Experience	Experience Summary
<p><b>Nasser Abbaszadeh, P.E.</b></p> <p><b>Senior Construction Manager, LAE</b></p> <p><b>Education:</b> M.S Civil Engineering</p> <p><b>Years of Experience:</b> 34 Years</p>	<p>Mr. Abbaszadeh has over 34 years of progressively varied experience with multiple cities. Positions included being the City Engineer and Public Works Director for three (3) different agencies. Has been involved with Subdivisions, Grading, Site Improvement, Traffic Engineering, Capital Improvement Program (CIP), Environmental Studies, Administration and Budgeting, Contract Services Management, Parks and Building Maintenance, Water Engineering, and other areas. This varied engineering experience makes Nasser a valued team member who has the flexibility and experience to work on multiple aspects of any project. He has been assisting the City of Diamond Bar as Contract Deputy City Engineer/Senior Project Manager since February 2019 (on vacation – April/May 2019)</p>

<p><b>Ross Anderson, P.E.</b></p> <p><b>Senior Construction Manager, LAE</b></p> <p><b>Education:</b> B.S. Civil Engineering</p> <p><b>Years of Experience:</b> 32 years</p>	<p>Mr. Ross Anderson will be the Senior Construction Manager for the City’s CIP projects. He brings over 32 years of Project and Construction Management experience, working for both public and private entities. At the City of Laguna Niguel, Mr. Anderson served as Senior Civil Engineer in the Public Works Department, conducting Project Management of several CIP projects in different stages of development. He also conducted plan checking on design projects. Projects included storm drains and park monument signs. At the City of Manhattan Beach, he conducted Project Management of eleven (11) CIP projects. He has conducted plan checks for the Cities of Diamond Bar, El Monte, and Menifee, which were CIP projects, planned communities, and grading plans. Other work has been performed for L.A. County Sanitation Districts, Anaheim, Long Beach, and other agencies. He is currently completing his CFD assignments and overseeing a Sewer Re-Lining Project at the City of Chino.</p>
<p><b>William O. Bayne, P.E.</b></p> <p><b>Senior Const. Manager, LAE</b></p> <p><b>Education:</b> B.S. Civil Engineering</p> <p><b>Years of Experience:</b> 45 years</p>	<p>Mr. William O. Bayne will be the Senior Construction Manager for the City’s Public Works projects and will be a great asset to the City and LAE. He brings over 45 years of experience with public agencies, having knowledge in many Transportation and Water projects, Construction Management, Municipal Engineering, Project Management,</p>

	<p>Design, Project Documentation, and Closeout. He has been involved in the formation and oversight of over \$84 Million in public approved assessment district projects; overseen engineering, design, and funding for Public Works projects; administered bid packages, pre-bid conferences, contract negotiation, project change orders, and close outs; coordinated assessment district formation processes; and managed construction and professional service contracts. He is currently serving the City of Diamond Bar as the Alternate Deputy City Engineer (April and May) and will be available to the City of Brea.</p>
<p><b>Fawne Yamashiro, P.E., QSD</b> <b>Construction Manager, LAE</b> <b>Education:</b> B.S. Civil Engineering <b>Years of Experience:</b> 19 years</p>	<p>Ms. Fawne Yamashiro has over nineteen (19) years of progressively varied experience providing Construction Management and Resident Engineering Services as a Consultant for variety of Orange County Transportation Authority (OCTA) Projects. She is currently the Construction Manager for two projects for Cities of Azusa and El Monte. The experience also includes working for Caltrans on bridge construction projects, highway and bridge design and local assistance for local agencies. Her experience also includes technical, analytical and design work for the County of Orange ranging from structural and hydraulic calculations to utility relocations and permitting. This varied office and field</p>

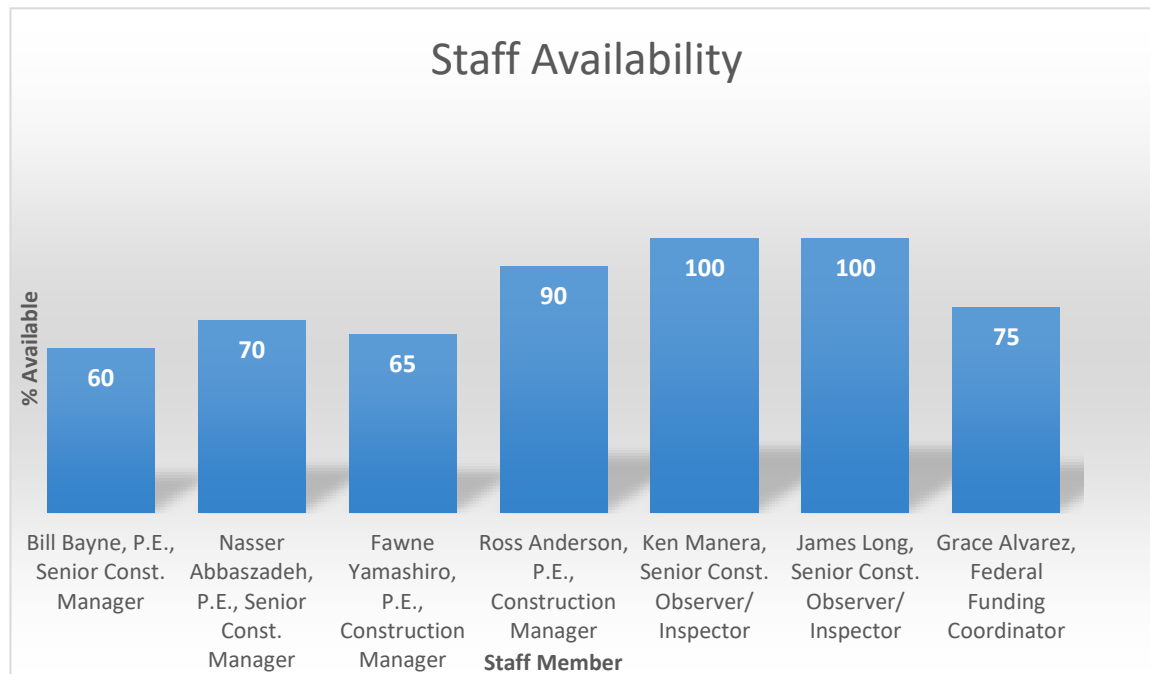


	<p>engineering experience makes Fawne a valued team member that has the flexibility and experience to work on multiple aspects of any project.</p>
<p><b>Kevin Alamolhoda, E.I.T.</b> <b>Project Engineer, LAE</b> <b>Education:</b> M.B.A., B.S. Civil Engineering <b>Years of Experience:</b> 5 years</p>	<p>Mr. Kevin Alamolhoda will bring onboard his know-how in managing project needs. Having worked for the Programs Development and Roads Maintenance Divisions with the Los Angeles County Department of Public Works, he closely worked with Project Managers on construction projects to ensure proper conduct throughout a project's duration. He is familiar with project requirements, as well as the intricacies involved in construction projects. At the City of Chino, he works with Project Managers on the development of three (3) Watermain Replacement projects and a Sewer Re-Lining Project, (Inception to Completion of Construction).</p>
<p><b>Ken Manera</b> <b>Senior Construction Observer, LAE</b> <b>Education:</b> Courses in Construction Management from San Bernardino Valley College and Cal Poly La Mirada <b>Years of Experience:</b> 40 years</p>	<p>Mr. Ken Manera will be assigned as a Construction Observer for the City of Colton's Public Works projects. He is an experienced Construction Observer, having worked for both the public and private sectors. His thorough, unique, and practical experience in developing asphalt concrete and concrete pavement, curbs, gutters, water and sewer lines, raised medians, safer pedestrian and bicycle crossings, intersections, striping, sidewalks, Class II bike lanes, signals, and lighting will be beneficial to the City, LAE, and the overall</p>

	<p>quality of construction. He is currently providing Construction Observation/Inspection support at the City of San Dimas.</p>
<p><b>James Long</b> <b>Senior Construction Observer, LAE</b> <b>Years of Experience:</b> 45 years</p>	<p>Mr. Long has forty-five (45) years of local experience providing Public Works Construction Observation, Surveying. Quality Assurance, and Structural Inspection services. Experience includes, working on multiple airport projects, water treatment facilities, structural buildings, and other types of projects. He has a full knowledge of roadway pavement, curb, gutter and sidewalks, storm drain, water mains, sewer mains, traffic signals, street lights, irrigation, landscaping, hardscape, traffic striping, signage, monument signs, rough and precise grading, water quality, retention basins, and signing and striping. He will be available for the City's Construction Observation/Inspection needs.</p>
<p><b>Grace Alvarez</b> <b>Programming Coordinator, LAE</b> <b>Education:</b> B.A. Public Administration <b>Years of Experience:</b> 32 Years</p>	<p>Ms. Grace Alvarez will be the Programming Coordinator for the City's Federally Funded projects. Her extensive experience in this line of work will be of value to the project. She has over thirty-two (32) years of experience, having been the Programming Manager for the Riverside County Transportation Commission (RCTC) and held various positions during her tenure at the City of San Jacinto. She will bring her Transportation and Funding experience to the agency and will assist in streamlining the project and agency</p>

	needs. She will be available to assist the City of Brea with this project's Federal Funding Compliance needs.
<b>Sylvia Linn</b> <b>Labor Compliance Manager, GCAP Services</b> <b>Education:</b> J.D., M.B.A <b>Years of Experience:</b> 17 years <b>Labor Compliance Sub-Consultant</b>	<p>Ms. Sylvia Linn has over 15 years of compliance and assessment related experience. She leads labor compliance practices and provides clients with audit, assessment, and study related support. Sylvia has extensive experience providing both California and federal prevailing wage consulting services. She leads many of the audits and studies, providing analytical reviews of existing practices, development of best practices, and recommendations to improve processes and procedures. Since 2016, GCAP Services has provided Labor Compliance Administration Services to LAE's CM projects in Azusa, Chino, Compton, El Monte and Laguna Niguel.</p>
<b>Juan M. Diaz, P.E., M.B.A.</b> <b>Traffic Engineer, JMD</b> <b>Education:</b> M.B.A., B.S. in Civil Engineering <b>Years of Experience:</b> 33 years <b>Traffic Engineering Sub-Consultant</b>	<p>JMD originally founded in 2001 and incorporated as JMDiaz Inc. (JMD) in 2005. JMD provides traffic analyses, design, including warrant analysis, traffic impact studies as well as traffic management plans. JMD performs designs including signage, channelization, traffic signals, field assistance, and street / parking lot lighting. He and his team will be available for the City of Brea's Traffic Engineering needs.</p>

Table 3: Staff Snapshot



**Figure 2: Staff Availability**

## 2 ) Resumes

Snapshots of the key personnel's resumes are included on pages 14 to 19 of this proposal.

## 4) Organization Chart

Shown on the next page is a Project Organization Chart representing the team members in which LAE has carefully selected to work with the City. These individuals will closely work with the City in order to achieve the goals set forth by the RFP.



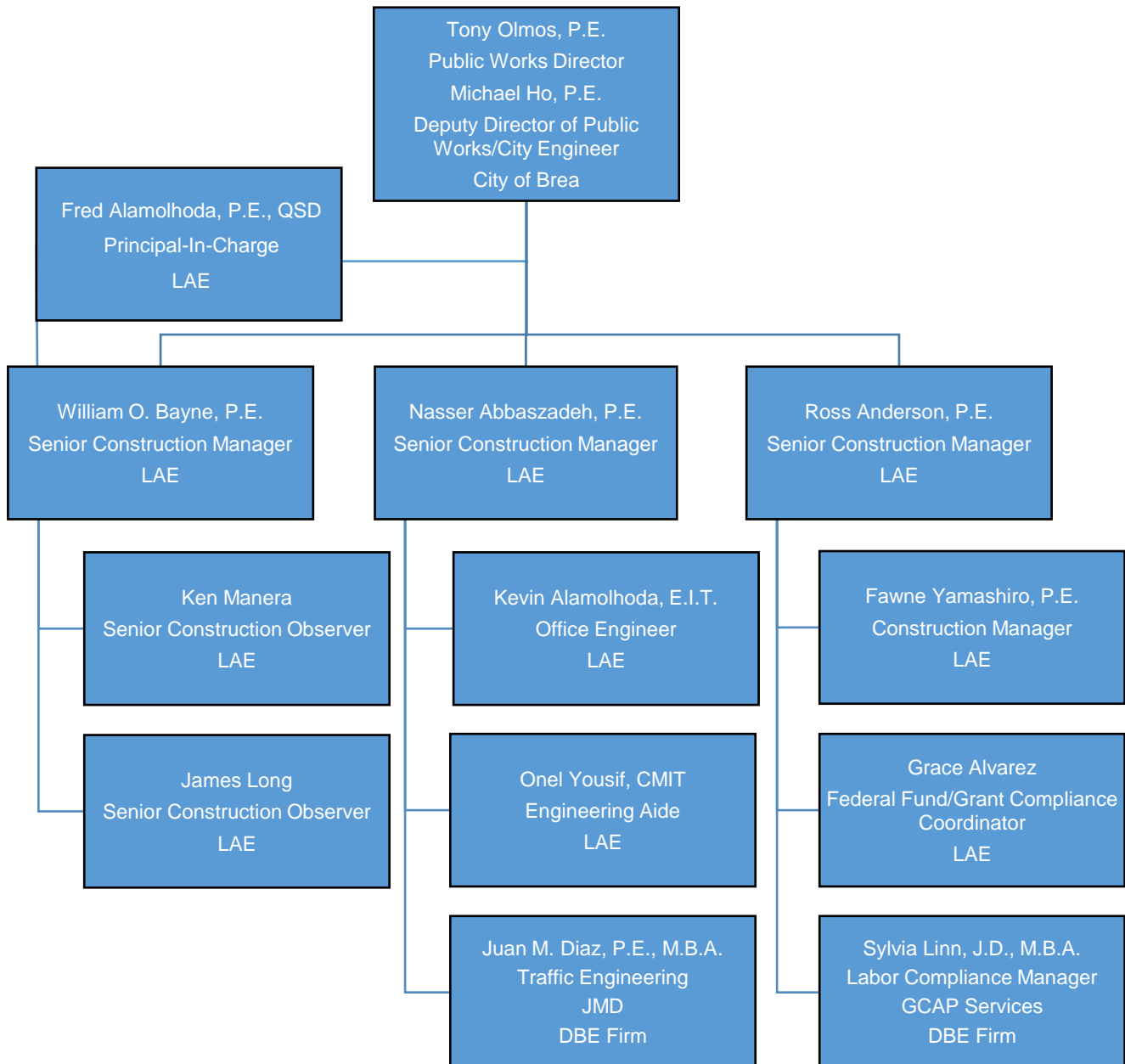


Figure 3: Project Organization Chart

All key members of the LAE team will be available to assist the City with this project. Additional team members not shown here are available to assist with the City's On-Call needs.

## 5) Personnel Availability

The key personnel selected in this proposal will be available to the extent proposed for the duration of projects. No person designated as "key" to the projects shall be removed or replaced without the prior written concurrence of the City.

## C) Detailed Work Plan

### 1) and 2) Approach, Work Plan, and Managing Resources

The Construction Management and Inspection services will be provided in three phases:

- Pre-Construction
- Construction Phase
- Post-Construction

### Pre-Construction Phase

Upon opening bids and evaluation of potential contractors, the City of Brea will select the lowest responsive bidder as the contractor for the construction of each project. As the selected consultant, if requested LAE will review the apparent low bidder's proposal for compliance, debarment, DBE compliance, sub-contracting, and licensing requirements, and provide recommendations to the City. The lowest responsive contractor's references will be



Figure 4: Brea Civic and Cultural Center

checked, and recommendations will be given to the City for the construction contract award. When the contractor's bonds and insurance requirements have been approved and the contract between the contractor and City has been fully executed, we will send out a **Pre-Construction Conference** notice to schedule a meeting with the City representatives from various departments, Caltrans Project Design Engineers/Landscape Architects, contractor, sub-contractors, utility companies, LAE team, schools, and other stakeholders.

LAE will prepare the Pre-Construction meeting agenda for the City's review. The following items will be reviewed at the Pre-Construction meeting:

- Plans and Specifications
- Submittals and the approval process
- City General Funds, State, Federal Grants, OCTA - M and other Funds
- Federal Requirement, such as Buy America, DBE, and Quality Assurance Program (QAP)
- Geotechnical Materials Testing Services
- Materials acceptance and approval process
- Impacted Utilities
- Coordination with the City, Departments, and other impacted agencies
- Street Sweeping and Waste Pickup Schedules
- Coordination with transit companies and similar entities
- Schools, residents, and businesses affected by the project
- Public Notices

- Construction Schedule
- Traffic Control/Phasing Plan
- Traffic Control
- Encroachment Permits, if any
- Agreed communication with the Construction Manager and Project Inspector(s)
- Labor Compliance Administration (Interviews, Payroll Reviews, etc.)
- Weekly Statement of Working Day Reports
- Contract Change Order (CCO) process
- Contract time
- Progress meetings during construction
- Inspection process
- Final project walkthrough
- Punch list items
- Preparation of as-built drawings
- Project acceptance
- Other details

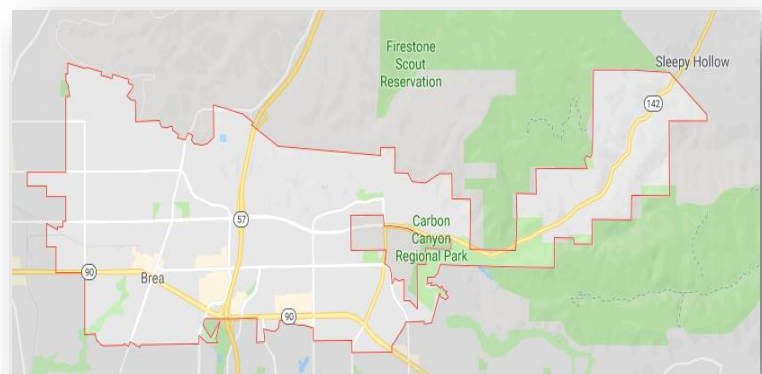


Figure 5: City of Brea



As the Construction Management provider, LAE will ensure that the construction duties of each project are conducted in line with the City's contract documents, Standard Specifications for Public Works Construction (Green Book) with all supplements, any variation from or exception to the standards, the City's QAP, and other City and industry standards for standards for street traffic, water, storm drain, sewer, facility and community facility district projects.

Therefore, upon receiving the City's Notice to Proceed, LAE will:

- Review contractor's bid and assist the City with tasks described earlier.
- Schedule kick-off meetings with the City staff and other parties.
- Schedule Pre-Construction Meetings.
- Schedule Field Pre-Construction Meetings.

**Construction Award Information:** If requested by the City, we will prepare the required Construction Award Package in accordance with the CT Local Assistance Procedures Manual (LAPM) for federally funded projects.

LAE will have a **Management Information System (MIS)** in order to streamline processes. A system will be implemented for organizing, tracking, filing, and managing all hardcopy/electronic correspondences such as Request for Information/Request for Clarification (RFI/RFC) submittals, reports, O&M manuals, progress payments, change orders, among other filings. We will launch methods for reviewing and processing requests for better understanding of the contract documents, shop drawings, contract schedule adjustments, change order requests, substitutions of tasks, payment requests, and the maintenance of field logs. This will ensure proper submittals and time-cautious

efforts. The contractor's submittal log will have all significant submittals noted. LAE will assist the City in notifying the public of areas in which they may experience impact and/or delays.

We will review contractors' submittals (shop drawing, mixed designs, Certificates of Compliance) and identify the submittals requiring the review by design engineers.

LAE will manage, review, and track RFIs/RFCs and Shop Drawings. We will create and implement RFI procedures log to provide feedback to inquiries the contractors pertaining to interpretations and questions regarding the plans and specifications.

The Construction Managers and Construction Observers will go over contract documents and drawings to answer questions asked by the contractor. The CM teams will first attempt to answer questions from the plans, associated documents, specifications, and applicable codes and standards. The next manner of answering questions will be for CMs to communicate with design engineers and ask for design engineers' clarification. If the design engineers are permitted by the City to develop additional design details, LAE will work with the design engineers to create a revised designs in order to match what is needed for field conditions and project needs, with the intention of not impacting the contractors' activities.

Submittal logs will be kept to process submittals before/during construction as follows:

- Traffic Control/Phasing Plans
- Project Baseline Schedule
- 2-Week Look Ahead
- Contractor's Emergency Contact List
- Dig Alert ticket(s)
- Public Notification Letter
- Material Haul Route(s)
- Mix designs
- Certificates of compliance for materials
- NPDES Requirements
- Contractor's Safety Plan
- Certified Payrolls
- Solid Waste Management and Recycling Plan

Submittals will be reviewed in a prompt manner. We know the significance of receiving submittals in the early stages of a project, as well as reviewing them in a timely fashion while not affecting construction activities. We will actively work with the contractor to ensure all submittals are submitted and approved prior to construction activities.

Project files will be maintained, which will include but are not limited to:

- Notice to Proceeds
- Correspondences
- Meeting minutes
- Submittals
- Reproductions of original contract documents, including addenda
- Weekly Statement of Working Day Reports
- Change orders' support documentations
- Permit documentations
- Clarifications for the contract documents
- Materials delivery tickets and compliance certification
- Weekly and monthly progress reports
- Labor Compliance interviews/certified payroll records
- Disadvantaged Business Enterprise (DBE) documentations
- Daily Reports
- Progress photos
- Lab and field test reports
- Progress payments support documentations
- Other project documentations
- Project closure activities



Organization of files will abide by LAPM guidelines for federally funded projects.

As mentioned in Chapter 16 of the LAPM, a Project Record Filing System for Locally Administered Federal-Aid Projects includes:

- Project Personnel
- Correspondence
- Weekly Record of Working Days
- Materials Data
- Certificate of Proficiency
- Construction Observers' Daily Reports
- Contract Item Pay Quantity Documents
- Contract Change Orders
- Extra Work Reports
- Progress Pay Estimates and Status of Funds
- Labor Compliance and EEO Records
- Contractor's Payrolls
- Final Report
- Materials Certificate
- DBE Records

#### Construction Phase

- **Review Traffic Control Plans:** LAE will review contractor's traffic control/staging plans and discuss them with the City Project Manager. The final plans will be approved by the City based on LAE's comments and

recommendations. LAE's Construction Observer will also review the plans in advance and enforce the traffic control/staging plans and safety requirements in and around construction zones. Detours, shutdowns, and emergency vehicle access will be checked by LAE's Construction Observer.

- **Meetings:** Have weekly, bi-weekly or as-needed team meetings with Contractors, City Project Manager(s), and other key members to go over projects, schedules, projected tasks, approval of submittals, forecasted issues, project scheduling, among other things. Meeting agendas and list of attendees will be created and provided to participants. Meeting minutes will be prepared. Noteworthy projects' issues will be brought to attention and handled accordingly.
- Contract Administration services pertaining to the Construction Management of projects will be conducted.
  - **Issues Management:** Manage and coordinate tasks among members involved in the projects as directed by contracts in order to provide the City with a proper CM outcome. Continuously evaluate construction of projects and communicate with the City. Develop and maintain clear lines of communication between City, CM, LAE's Construction Observers, and Contractors. Correspondence, reports, comments, and other documentation will be developed among these members for ease of communication.
- **Schedule:** LAE's CMs will ensure that the Master Projects' Schedules and 2-Week Look-ahead are updated by Contractors to represent up-to-date

construction conditions and reflect the decisions made. Parties will be notified of any deviation from schedules, and noncompliance will be corrected accordingly.

- **Cost Control:** Projects funding will be monitored. Cost reduction proposals and the contractor's construction methods will be reviewed for compliance with plans and specifications, making sure projects are executed within budget and in a timely manner. Contracts' payments, material quantities, and change order payments will be reviewed.
- Handle constituent concerns brought up pertaining to projects.

➤ **Labor Compliance**

- Ensure prime contractors and sub-contractors attend the pre-construction meetings, submit Certified Payrolls and other related documents. Review the labor compliance administration and interview process with Contractors and sub-contractors.
- Interview contractors/sub-contractor(s) workers as required
- Ensure proper posting of the appropriate Federal and State Wage Determinations and Federal Labor Compliance posters on the project site.



Figure 6: Labor Compliance Posters placed on Job Site

- Review the Certified Payroll records, fringe benefit statements/other documents, interview forms, daily logs, and compare for accuracy. Prepare reports of any deficiencies.
  - Request Contractors to turn in back up documents for prime contractors, subcontractors, second tier subcontractors, and unlisted subcontractors (contracts less than \$10,000) working on the project.
  - LAE has provided these services in-house or through GCAP Services, our sub-consultant, for the following Cities: Azusa, Baldwin Park, Chino, Claremont, Diamond Bar, Inglewood, Fontana, Montclair, Perris, Pomona, San Dimas, and Signal Hill.
- **Change Orders:** Contract Change Orders (CCOs) may be requested by the City, Contractors, CMs, or design engineers. When proposed changes are requested, LAE CMs will determine the need for changes, check for conformance to standards, consider other remedies, methods of compensation, impact on contracts' time, estimates of cost, and the likelihood of final approval.

If CMs find the proposed changes are reasonable, change orders file will be established. Documents prepared by the CMs for Change Orders will be given to Contractors for pricing. At the same time, Independent Cost Estimates (ICEs) and time impact analysis will be prepared by the LAE's CMs. The CMs will review Contractors CCO proposals/estimates and compare them to ICEs. Based on the reviews, the CMs will provide recommendations to the City. If negotiation is authorized, LAE CMs will perform the negotiations



with Contractors and prepare the CCOs and CCO memos per the City's format and LAPM guidelines for execution.

If a unit cost is not set prior to the work being conducted, LAE's Construction Observer(s) will collect Time & Material (T&M) tickets at the end of each day. All documentation regarding change orders will be kept, including dates of Contractor notification, interim steps, recommendations by the CM, and the final decision.

- **Dispute Resolution:** A set of procedures will be established by the City and LAE in order to implement if any disputes and/or claims arise. These procedures will be used to resolve any potential issues.

- **Geotechnical Services:**

It is understood from Page 30, Item 10, of the RFP that Geotechnical and Materials Testing services will be provided by the City's other consultants. Should the City require Geotechnical Engineering services for projects, LAE has subconsultants at its disposal to assist with the City's needs.

- **Public Relations:** Assist the City in upholding a good relationship with the public. The CM teams will promptly attempt to alleviate problems and inform the City's Project Managers as soon as possible.

Having good public relations with the general public is important to all of projects. Construction

activities may be adjacent to private residences, schools, businesses, and



Figure 7: Sample of signs to be placed

other entities. LAE aims to reduce any disturbance caused by construction.

Our Construction Observers will be addressing concerns from the public and will work with the Contractors to manage potential concerns brought up by the public, residents, businesses, and property owners.

On CIP projects, proper communication between the CM teams, residents, and businesses is critical to reduce disruptions to the area. We will need to understand busy, high-traffic, neighborhood issues, schools' concerns and high-speed times in order to allow for access during such periods. To assist with the public relations efforts of this contract, we will:

- Maintain logs of all phone calls received.
- Listen to community concerns and adhere to them.
- Work with Contractors for timely resolution of issues.
- Pass out fliers, newspaper notifications, as needed and approved by the City, about noise, dust, access to residences and businesses, construction duration, and suggested alternate routes.
- Ensure changeable message signs are present to alert traffic of the period of potential delays during lane closures.
- Communicate with emergency services regarding any events that may raise emergency calls from the public.
- Provide information to the City to place on their website.
- Plan, schedule, organize, and actively participate in community meetings, if requested by the City.

- **Permit/Environmental Compliance:** Review the Contractors' "Best Management Practices" plan prior to start of construction. Inspect the Contractor's application to avoid storm water pollution from related activities in compliance with the National Pollutant Discharge Elimination System (NPDES).
- **Progress Payments:** Process contractors payment requests and provide City with appropriate backup documentation for work completed in the subject period in accordance with the LAPM guidelines on federally funded transportation projects.
- **Funds Reimbursement Invoicing:** LAE will prepare CT progress invoices (Risk Based Invoicing) for the reimbursement of federal funds in accordance with the LAPM guidelines for federal projects.
- **Monthly Status Reports:** Assess Contractors' schedule of values compared to payment applications. Provide comments to the City regarding monthly progress payment applications submitted by contractors. Reports containing projects' progress, CCOs, as well as cost and schedule matters will be prepared monthly.
- **Site Safety:** Review and check the contractors' safety program for compliance with Cal/OSHA, contract documents, and traffic control/staging plan. LAE's Construction Observers will enforce on-site safety standards and will report any observed deviations to the City.
- **"As-Built" Drawings:** LAE's Construction Observers will have copies of plans on the site with all up-to-date changes. Upon completion of

construction, LAE will have “As-Built” verification of projects, and provide copies of “As-Built” plans to the City and involved parties. Drafting of the “As-Built” plans will be performed by others.

### Post-Construction Phase

- Contract closeout services will include passing on of projects to the City, management of warranty activities, and demobilization of Contractors and CM staff.
- **Final Walkthrough:** Upon completion of projects, we will schedule final walkthrough of projects with all involved parties. LAE, along with the City’s Project Managers and other parties involved in projects, will walk projects and perform inspections of the work to determine if any work is incomplete. If any work is deemed incomplete, punch lists will be prepared and given to Contractors and City. Inspections will be conducted again to confirm incomplete work has been in fact completed. When construction is completed, we will ensure that all City concerns are met prior to providing the City with the final acceptance recommendation.
- **Project Completion Reports:** Upon completion of punch list items and acceptance of projects by the City staff (various departments/divisions) and impacted utilities, we will provide the following documents to the City:
  - Final redline “As-built” drawings. We will coordinate the completion of the final “As-Built” drawings through the design engineers.
  - All original CCOs, Daily Reports, and Project correspondence.



- All original/reviewed certified payrolls/other related documents, and interview forms.
- Final DBE documentations.
- Prepare a Notice of Completions and City Council staff reports per City guidelines and format.

All of the above described documents and additional reports, plans, and specifications will be organized in accordance with the LAPM and City requirements. They will be boxed in storage boxes and will be submitted to the City as permanent City records.

- **Final CT Invoice and Closure Packages:** If requested by the City, LAE will prepare Final CT invoices and closure packages for submission to CT in accordance with the LAPM guidelines on federal projects.

- **Construction Observation/Inspection**

Field observation will be conducted by the CM and Construction Observation teams. Thorough site observations of the project's general process will be carried out regularly and information will be recorded.

LAE's Construction Observers will:

- Attend all meetings
- Confirm compliance with Americans with Disabilities Act (ADA) requirements and contract guidelines
- Verify contractor's construction stakes
- Coordinate and schedule sampling and testing of construction materials (soil, base materials, concrete, conventional asphalt concrete)

- Retain delivery tickets
- Ensure survey markers disturbed are restored by contractors
- Record construction changes to use for the record drawings
- Report any applicable regulations by Contractors and sub-contractors
- Have a copy of the contract documents and construction-related documents at the construction sites
- Interview contractors and subcontractors' workers for Labor Compliance
- Take and maintain project sites/construction activity photos
- Communicate with utility companies and other agencies
- Prepare Daily Reports, on LAE, City, or CT format, which will consist of:
  - Contractors working hours on the jobsite.
  - Contractors and subcontractors' personnel/equipment on jobsites.
  - Weather conditions and impact on the progress of the work.
  - All communications with prime contractors and other parties.
  - Daily use of contractors and subcontractors' equipment.
  - Observations relevant to the work progress, including deficiencies or violations of contract by contractors.
  - Delivery of materials to the project sites.
  - Observed or foreseen delays contractors action plans.
  - Claims, additions, removals pertaining to contract items.
  - Visitors who come to the job sites with interest in projects.
  - Work activities.
  - Construction progress.

- Quantities measurements.
- Photographs.

➤ **Value Engineering**

Value Engineering is a practice based on function and the overall system's approach to analyze and improve a project, product, and/or process. A simple formula for "Value" is as follows:

$$\text{Value} = \frac{\text{Performance} + \text{Delivery}}{\text{Cost}}$$

Beneficial uses of Value Engineering include:

- Containing Cost
- Improving Quality
- Building consensus with projects partners.
- Solving challenging projects' issues

With Value Engineering, projects are better documented, and clearer objectives are developed. It involves stakeholders, project partners, other agencies, and Project Managers.

### Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b> N/A	
<b>Contact name:</b> N/A	<b>Phone:</b> N/A
<b>Project award date:</b> N/A	<b>Original Contract Value:</b> N/A
<b>Term of Contract:</b> N/A	
<b>1) Status of contract:</b> N/A	
<b>2) Identify claims/litigation or settlements associated with the contract:</b> N/A	

LAE Associates, Inc. has not provided services as a prime contractor nor a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action.

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature \_\_\_\_\_

Date 05/10/19 \_\_\_\_\_

Name: Fred Alamolhoda, P.E. \_\_\_\_\_

Title: President \_\_\_\_\_



May 10, 2019

Response to Request for Proposals for  
**Construction Management and Inspection  
Services for FY 2018 - 2019**



Prepared for the

**City of Brea**

Michael S. Ho, PE

Deputy Director of Public Works | City Engineer  
Department of Public Works – Engineering Division  
1 Civic and Cultural Center  
Brea, CA 92821-5732

By

**Interwest Consulting Group, Inc.**

James G. Ross

Public Works Group Leader  
15140 Transistor Lane  
Huntington Beach, CA 92649  
jross@interwestgrp.com

O | 714.899.9039

C | 714.742.1551



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## **APPENDIX**

Status of Past and Present Contracts Form (in Original Proposal only)

May 10, 2019



City of Brea  
Michael S. Ho, PE, Deputy Director of Public Works | City Engineer  
Department of Public Works – Engineering Division  
1 Civic and Cultural Center  
Brea, CA 92821-5732

**RE: Response to Request for Proposals for Construction Management and Inspection Services for FY 2018 – 2019**

Interwest Consulting Group is pleased to submit our proposal to provide Construction Management and Inspection Services to the City of Brea's Public Works Department (City). We understand that the City is seeking qualified firms to provide these services on an as-needed basis for a variety of upcoming public works projects. Interwest is uniquely qualified to perform the requested services as we currently provide Capital Improvement Program (CIP) project management and support services to the City, and we have a proven track record of successfully providing the requested services to municipalities throughout Southern California.

Interwest is large enough – over 400 employees – to serve all of your public works needs, yet small enough to ensure that we maintain focus and are responsive to the needs of the City. We currently serve over 200 cities, counties and state agencies including the municipalities of Yorba Linda, Santa Ana, Costa Mesa, Newport Beach, Pomona, Eastvale, Rancho Palos Verdes, Lomita, Maywood, Gardena, and South Pasadena, just to name a few.

I will act as the Principal-in-Charge for this engagement with the City of Brea. I am an

authorized representative of Interwest Consulting Group, able to bind the firm to all commitments made in this proposal. We propose Steve Kooyman, PE to serve as Project Manager. Steve has years of experience serving cities throughout Orange County, including the City of Brea. He will be the primary point of contact for the City for any questions pertaining to this proposal. We do not anticipate the need for any subcontractors over the course of this engagement. Our contact information is below.

**James G. Ross**

15140 Transistor Lane,  
Huntington Beach, CA 92649

jross@interwestgrp.com | C: 714.742.1551

**Steve Kooyman, PE**

15140 Transistor Lane,  
Huntington Beach, CA 92649

skooyman@interwestgrp.com | C: 530.318.1066

**Corporate Office:**

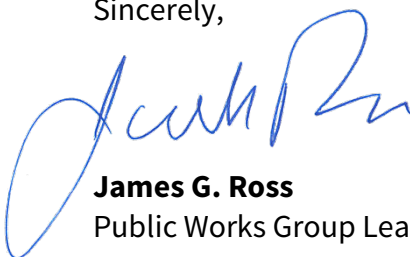
P.O. Box 18330, Boulder, CO 80308

O | F: 714.899.9039

We appreciate the opportunity to present our qualifications to provide these services to the City of Brea. We have reviewed and acknowledge the RFP and Sample Agreement, and we propose no exceptions. Our response will remain valid for a period of 90 days from the date of submittal. By my signature below, I attest that all information submitted in this proposal is true and correct.

We look forward to meeting with you to discuss our qualifications in more detail.

Sincerely,



**James G. Ross**  
Public Works Group Leader



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### Qualifications, Related Experience and References of Offeror

#### FIRM PROFILE

The seamless integration of municipal service professionals in support of public agencies has been our purpose since **Interwest Consulting Group** formed in 2002. Interwest was founded by individuals with a passion for serving municipalities. We currently employ more than 400 employees spanning a multitude of disciplines within public works and building safety departments throughout California. We currently serve over 200 cities, counties and state agencies, including the municipalities of Costa Mesa, Newport Beach, Yorba Linda, Santa Ana, Maywood, Lomita, South Pasadena, Rancho Palos Verdes, and Pomona, just to name a few.

We provide the following services to cities and counties:

- Construction Management & Inspection
- Municipal Engineering
- Traffic Engineering
- Building Safety
- Geographic Information System
- Information Technology
- City Planning

Our staff has held senior and executive management positions within numerous California cities including the titles of City Engineer, Public Works Director, Construction Manager, Resident Engineer and other management personnel. This depth of experience brings a high level of expertise and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

## Interwest at a Glance

**Services provided:** Construction Management and Inspection, Municipal Engineering, Traffic Engineering, Building Safety, Information Technology, Geographic Information Systems, City Planning, and Real Estate Services

**Organization:** S-Corporation incorporated in the State of Colorado and licensed to do business in the State of California

**Year founded:** 2002

**Number of employees:** 400

**Office locations:** We have 14 office locations of various size at the locations listed below.

### **Southern California**

150 N. Santa Anita Ave., Ste. 300  
**Arcadia**, CA 91006  
626.821.1815 Phone

15140 Transistor Lane  
**Huntington Beach**, CA 92649  
714.899.9039 Phone

1500 S. Haven Ave., Suite 220  
**Ontario**, CA 91761  
909.705.5957

431 S. Palm Canyon Drive, Suite 200  
**Palm Springs**, CA 92262  
760.417.4329 Phone

316 Tejon Place  
**Palos Verdes Estates**, CA 90274  
714.899.9039 Phone

24 South D Street, Suite 100  
**Perris**, CA 92570  
951.943.6504 Phone

9519 Chamberlain Street  
**Ventura**, CA 93004  
805.659.0017 Phone

### **Central California**

1171 West Shaw Ave., Suite 102  
**Fresno**, CA 93711  
559.448.9839 Phone

### **Northern California**

9300 W. Stockton Blvd., Suite 105  
**Elk Grove**, CA 95758  
916.683.3340 Phone

6280 Las Positas Blvd, Suite 200  
**Pleasanton**, CA 94588  
925.462.1114 Phone

1613 Santa Clara Drive, Suite 100  
**Roseville**, CA 95661  
916.781.6600 Phone

### **Nevada**

4815 W. Russell Road, Suite 11K  
**Las Vegas**, NV 89118  
702.476.2200 Phone

### **Colorado**

P.O. Box 18330  
**Boulder**, CO 80308  
303.444.0524 Phone

1218 Ash Street, Suite A  
**Windsor**, CO 80550  
970.674.3300 Phone

## **FINANCIAL STATUS**

Interwest Consulting Group is a highly stable consulting firm. We have an excellent credit rating and solid banking relationships. In addition, we are part of a select group of consulting firms nationally who belong to the Design Professionals Risk Control Group (DPRCG), an insurance group accepting only companies with excellent risk management history. We carry very low debt and have no professional liability claims against the company. Furthermore, we do not have any pending litigation, planned office closures, or impending mergers.

## **FIRM EXPERIENCE**

Interwest has provided the requested services for the past 17 years, and we employ a large number of qualified civil engineers, construction managers and inspectors. By design, our staff is comprised of professionals with extensive experience working directly for public agencies. The familiarity and knowledge gained by working side-by-side with local staff and partnering effectively with state and federal regulatory agencies, translates to expeditious and accurate services, well-managed budgets, and thoroughly satisfied stakeholders and clients. Our staff will ensure conformance with Federal, State and City statutes, regulations, ordinances, guidelines, applicable standards, specifications, plans, laws, and accepted standard construction practices. They have combined decades of experience providing similar services for local agency public works projects, and they are very familiar with industry and local rules and regulations.

Our proposed Project Manager for this contract, **Steve Kooyman, PE**, has extensive construction management experience with municipal Public Works and CIP projects. Over his career, he has worked as the Public Works Director of Rancho Santa Margarita; City Engineer

for Brea; Assistant Public Works Director for the City of San Juan Capistrano; and Deputy Director with the County of El Dorado. He has in-depth knowledge of construction contract requirements for public works projects, including the APWA standard plans and specifications within the “Greenbook”, as well as Caltrans requirements. Additionally, Steve has a great working knowledge of the **Virtual Project Manager software** used by the City of Brea and other municipalities in California for tracking and documenting construction.

A few of the construction projects that Steve has assisted the City of Brea in delivering include:

- [Glenbrook Waterline and Pavement Rehabilitation Project \(CIP 7452\)](#) - This \$3 million project included the installation of over 12,000 linear feet of 8” DIP, pavement rehabilitation with almost 5,000 tons of 1-1/2” AC overlay, replacement of ADA curb ramps and PCC curb and gutter, and other improvements associated with the project within the Glenbrook Subdivision. Steve played an integral part as the City Engineer overseeing the construction contractor, construction management and inspection team, and delivering the project to completion.
- [Superblock I Parking Structure \(CIP 7903\)](#) – This \$10 million project included a design-build contract for the construction of a 4 level, 478 parking stall parking structure in downtown Brea. This was a major project for the City, which Steve managed from the beginning to the end.
- [Tracks at Brea \(7873\)](#) – This over \$8 million construction multi-segment project included the construction of approximately 4 miles of multi-use recreation trail within the City along the abandoned railroad tracks. As the City Engineer, Steve provided oversight over segments 2,3,4, and 6 with respect to the construction contractors, and construction management and inspection teams, through project completion.



- [Lambert and Kraemer Pavement Rehabilitation Project \(7310\)](#) – This \$2 million project rehabilitated various segments of Lambert Road and Kraemer Blvd. with over 16,000 tons of rubberized AC, including over 600,000 SF of AC grinding, replacement of ADA curb ramps, PCC curb and gutter, and various medians. Steve provided oversight during the construction of this project through completion.
- [Tamarack and Lambert Intersection Improvements \(7310\)](#) – This \$600,000 project constructed a new right-turn pocket from Central Ave. west to Tamarack Ave. north. Steve provided construction oversight from the construction period until completion.

Steve will oversee our team of seasoned construction managers and inspectors, whose involvement in similar projects has been highlighted in our *References* section. Our client references will affirm that Interwest can perform the City's desired services with professionalism and attention to detail.

## **EXPERIENCE WITH VARIOUS AGENCIES**

Having served as the City Engineer for the City of Brea and currently providing support for the City's Capital Improvement Program, **Steve Kooyman, PE** has great working relationships and experience with the various, local government agencies involved in project approvals and permits in the City of Brea.

**Manuel Gomez** will also be available to support the City, acting as a liaison with OCTA and Caltrans as-needed. As the Public Works Director of the City of Irvine for 13 years, Manuel's responsibilities included providing oversight and directing all aspects of City staff interactions with OCTA and Caltrans on major infrastructure improvements including:

- [The Sand Canyon Avenue and Jeffrey Road Grade Separations](#) - These projects were constructed in partnership and close coordination with OCTA, Metrolink, and numerous utility companies with combined project budgets of approximately \$115

million. The scope of these complex projects included construction of new triple track railroad bridges and a separate bicycle and pedestrian bridge traversing over two major arterial roadways. Manuel and his staff also managed the implementation of the project's community communications plans and significant construction detours.

- [Jamboree/I-405 Interchange Widening](#) - This \$15 million project provided for the realignment and widening of the Jamboree/I-5 Freeway Interchange. Working directly with Caltrans, OCTA and the City of Tustin, Manuel directed the project design, right-of-way acquisition and construction phases. The project was constructed in multiple phases requiring significant coordination with Caltrans and adjacent businesses to ensure public access impacts were kept to a minimum.

## **SUBCONTRACTOR**

Interwest does not anticipate the need for a subcontractor to provide any of the requested services. We will work with the City to solicit and coordinate the services of other consultants which may be required for specific projects and have a successful track record collaborating with local firms which provide geotechnical, materials testing, deputy inspection, and special laboratory testing services.

## REFERENCES

The following are relevant projects that our proposed team has delivered to municipal clients in California.

### City of Yorba Linda | 2010 - Present

---

**Contact:** Rick Yee, Assistant City Engineer | 714.961.7171 | ryee@yorba-linda.org  
4845 Casa Loma Ave, Yorba Linda, CA 92886

**Key Personnel:** James G. Ross; Tom Marnocha; John Welch; Cyrus Ganji

**Bastanchury Road:** This project involved the installation of two intersections of new traffic signal poles and head, traffic loops, interconnect communication conduit, construction of new horse trail fencing, sidewalk and handicap ramp construction. Interwest provided construction management and field inspection services for this very visible and busy arterial. During construction, previously buried traffic signal foundations were discovered leading to discussion of either relocating the new signal poles or removing the old, buried foundations. We opted to resolve the issue by removing the buried foundations and then backfilling and re-drilling the new traffic signal foundations. The cost of this project was \$1 Million.

**Richfield Widening Project:** This project included the construction of approximately 500 LF of new curb and gutter, sidewalk and a retaining wall. Our employees coordinated utility relocations, survey and materials testing. The design of the project provided many challenges that included complying with ADA handicap access and smooth driveway approaches for low profile vehicles. The Interwest inspector recognized and anticipated these potential issues early in the demolition phase to have these issues resolved and a redesign provided to the contractor in enough time to not impact the construction schedule in any negative way.

**Yorba Linda Boulevard Rehabilitation:** This project consisted of grinding the existing pavement and replacing it with new asphalt concrete pavement as well as restriping over

roadway and adjusting the utility boxes. This was an important and high-visibility project for the City because the site is a traffic-heavy arterial adjacent to one of Yorba Linda's busiest shopping centers. During pre-construction meetings and in speaking with local business-owners while handing out notifications, Interwest determined that a majority of the grind and overlay should be performed at night in order to minimize the impact on businesses and the traveling public. We were able to negotiate with contractor to eliminate additional costs for the night work, ensuring that the project was completed within budget while satisfying business owners and the general public.

#### **City of Newport Beach | 2010 - Present**

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**Contact:** Mark Vukojevic, Deputy Public Works Director | 949.644.3319 | mvukojevic@newportbeachca.gov  
100 Civic Center Dr, Newport Beach, CA 92660

**Key Personnel:** James G. Ross; Manuel Gomez; Julio Velasco; Ciro Ganji

Interwest continues to provide a wide range of public works project management and inspection services to the City of Newport Beach. Our services include:

#### **Public Works Inspection Services for Capital Projects and Private Development:**

Interwest began providing Public Works Inspection Services to the City of Newport Beach in December 2013. Our primary responsibilities have included:

- Providing field inspection for compliance with the approved construction documents
- Verifying all material amounts
- Reviewing all invoices for accuracy of work performed
- Assisting designer in resolving problems arising from field conditions
- Attending field meetings
- Facilitating coordination with utility companies

Our contract has been extended twice and now runs through March 2024.

**Contact:** Bart Mejia, City Engineer | 714.754.5291 | baltazar.mejia@costamesaca.gov  
77 Fair Dr, Costa Mesa, CA 92626

**Key Personnel:** James G. Ross; Chuck Stagner

**East 19th Street, Safe Route to School Project from Church Street to Irvine Ave:** This was a federal project requiring continuous documentation and strict compliance with the Caltrans Local Assistance Program Guidelines Manual. Tasks performed by Interwest staff included finalizing the plans and specifications for bidding purposes, advertising for bids, accepting the bids, and administratively presenting the project to the City Council for award of project to the successful bidder. The Interwest team provided the continuous project management and inspections from the beginning of work through project completion and audit. Implied tasks also included the review and approval of project submittals, providing information and updates to the public, preparation of progress payments to the contractor, and continuous coordination with the funding agency. The East 19th Street project was a 4,700 lineal foot street traffic calming project with a total of 7 intersections. Each intersection had bulb-outs at all corners, reducing the street widths to one lane in each direction, which effectively reduced the traffic speed for the entire segment - thus providing traffic calming. Each of the bulb-outs included landscaping and irrigation to support the plant palette. Each intersection was also repaved after grinding to create acceptable grades. Monuments and supporting lighting were also provided for this segment as well as improved traffic striping to accommodate the sharing of the street with bicycles. This project cost \$1.6M. Construction began in April 2017 and was completed February 2018.



### **Arlington Drive Improvements, Measure M OCTA**

**and Storm Channel Improvement Project:** This was a project funded by multiple sources including OCTA and Drainage Improvement funds, which required continuous documentation and adherence with OCTA



procedures. This project consisted of reducing the potential for major storm damage within the areas west of Newport Boulevard and Arlington Drive behind the Orange County Fairgrounds. Construction included a complete increase in storm drain sizing followed by the construction of a bio-swale for low flows and the reduction of pavement through Arlington Drive to a length of 4,800 lineal feet. Additionally, a multi-purpose, bike/pedestrian and skating recreational trail was constructed meandering along the bio-swale south of Arlington Drive, and safety-lit crossings were added to protect pedestrian traffic between the existing schools and a park north of the street crossing to the fairgrounds on the south side. Aesthetically pleasing landscaping along the project length was another positive addition to the affected area. Tasks included finalizing the plans and specifications for bidding purposes, advertising for bids, and administratively presenting the project to the City Council for award. Interwest provided continuous project management and inspection throughout the project duration. We also reviewed and approved project submittals, interfaced with the public, prepared progress payments to the contractor, and coordinated with the funding agencies. The Project cost \$4.3M. Construction began in November 2017 and was completed in June 2018.

**Contact:** David Mango, Director, Building & Planning | 323.562.5721 | david.mango@cityofmaywood.org  
4319 Slauson Ave, Maywood, CA 90270

**Key Personnel:** James G. Ross; Manuel Gomez; Tom Marnocha; Chuck Stagner; Ciros Ganji

**Pavement Rehabilitation (Resurfacing) Project FY**

**2018/2019:** Beginning in September 2018, Interwest has provided Project Management, Construction Management and Inspection on this project funded by Gas Tax, SB1, and Measures M & C. This project primarily consists of the



resurfacing and repairs of various City streets, and work includes the construction of asphalt concrete overlays; localized street reconstruction; header cutting and cold milling of existing asphalt concrete; the removal and reconstruction of damaged concrete improvements including curb, gutter, sidewalk, curb ramps, cross gutter, and spandrels on the streets to be resurfaced; adjustment of existing utility manholes and valve frame and covers; replacement of traffic signal loop detectors; the installation of permanent traffic striping and raised pavement markers; and miscellaneous appurtenant work.

**Pavement Slurry Seal Project FY 2018/19:** This project consists primarily of the slurry sealing and repairs of various City streets, including crack sealing; applying Type II emulsion-aggregate slurry; the installation of permanent traffic striping and raised pavement markers; removal and replacement of non-standard speed bumps; and miscellaneous appurtenant work. Construction began in July 2018 and was completed in late September 2018 and funding for the project was received from Gas Tax and SB1 funds. Interwest has provided Project and Construction Management and Inspection of the aforementioned project

elements, as well as adjacent school crosswalks improvements and the installation of new speed humps.

**USEPA/CDBG Sewer Replacement Project:** Interwest has provided project management, construction management, and construction inspection on this CDBG/USEPA funded project. Construction began in April 2018 and is projected to continue through July 2019. The project consists primarily of the removal and replacement of various diameter damaged/deficient vitrified clay pipes and sewer manholes, including trenching, backfilling and compaction of native soil, asphalt paving restoration, and the installation of striping and pavement marking.

Sewer mainline replacements have been completed on:

- Randolph St between the Westerly City Limit and Atlantic Blvd;
- Pine Ave between 61st St and Randolph St; and
- Clarkson Ave between 61st St and Randolph St

**Riverfront Park Improvements:** This project is an addition to the City's existing Riverfront Park and extends the park to the east and south from the intersection of Walker Avenue and 60th Street. The project includes site grading, new landscape improvements, irrigation systems upgrades, concrete walkways extensions, walkway lighting, new vegetated trellises for anti-graffiti measures, addition of park amenities and furniture, and hydroseeding for new park grass. Interwest provided project management, construction management and inspection of all project elements including the installation of the underground irrigation and electrical lines, the placement of ADA compliant concrete walkways, and the installation of

park lighting and amenities for the BBQ areas and materials for the anti-graffiti trellises.

Construction was completed in November 2018.

### **60th Street and Heliotrope Avenue Traffic Diversion**

**Project:** The project generally consists of the complete installation of street improvement measures at 60th Street and Heliotrope Avenue, including the installation of colored concrete pavement, curb and gutter, curb ramps, crushed



miscellaneous base, landscaping, local depression, sidewalk, traffic striping and pavement markings, removal and replacement of roadway signs, cold milling, and paving. The project also includes the demolition and removal of existing asphalt pavement, curb and gutter, curb ramps, local depressions, sidewalk, excavation of unclassified material, grading and traffic control. Interwest provided project and construction management and inspection of this project, including all street, pavement, curb and gutter, island and access ramp work and the installation of signs, striping, and landscape work. Our engineering team also reviewed and presented alternatives to address roundabout navigation issues encountered during the implementation of this ambitious City project, the goal of which was to improve the safety of drivers, pedestrians and large commercial trucks, all of which had had previous trouble at this intersection. Construction was completed in October 2018.

### **Experience with Waterline Replacement Projects**

We understand that a considerable amount of the City's CIP will address large scale waterline replacement projects. Our team has significant experience overseeing and inspecting



waterline replacement projects throughout Southern California. Below is a representative sampling of their experience.

#### **Tom Marnocha**

---

- [Pennsylvania Avenue | City of Lomita](#) – 3,500 LF of 12” Ductile Iron Pipe Water main and 150 new service connections
- [Lorraine Street Water Main Replacement | City of Lomita](#) - 900 LF plus 50 house services
- [Water Main on Yorba Linda Blvd. | City Yorba Linda](#) – Oversight of 1500LF of 24” PVC Water Main on Yorba Linda Blvd.
- [Sunnymead Blvd. | City of Moreno Valley](#) – 2,800 LF 24” PVC Water Main Replacement.

#### **Chuck Stagner**

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- [Arlington Drive Improvements, Measure M OCTA and Storm Channel Improvement Project | City of Costa Mesa](#) – Construction Inspector for this \$3.4M project funded by OCTA and Drainage Improvement funds, which consisted of reducing the potential for major storm damage within the areas west of Newport Boulevard and Arlington Drive behind the Orange County Fairgrounds. Construction included a complete increase in storm drain sizing followed by the construction of a bio-swale for low flows and the reduction of pavement through Arlington Drive to a length of 4,800 lf.

#### **Julio Velasco**

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- [Crenshaw-LAX Advanced Utility Relocations | LA Metropolitan Transportation Authority](#) - Construction Manager for this \$7.8M project. The waterline install required boring across Crenshaw, involving a 30” boring diameter which required a special OSHA permit, and many shutdowns which in turn required advanced notifications with the affected residents, business and utilities.

#### **Ciros Ganji**

---

- [Main Street and Lemon Drive | City of Yorba Linda](#) - Construction Manager and Inspector of this CIP sidewalk & street improvements project which included the removal, relocation and installation 23 water laterals & meter services; also abandoning water valves, relocating three fire hydrant assembly per project standard drawing.



## Proposed Staffing and Project Organization

### STAFF QUALIFICATIONS

Our proposed construction inspection staff has significant, direct experience working as City employees and as contract staff members in similar jurisdictions throughout California providing the services requested by the City. The following individuals will be available to serve the City.

<b>James G. Ross</b>	PRINCIPAL-IN-CHARGE
<b>Steven Kooyman, PE</b>	PROJECT MANAGER
<b>Manuel Gomez</b>	CONSTRUCTION MANAGER   OCTA & CALTRANS LIAISON
<b>Tom Marnocha, CESSWI, QSD</b>	CONSTRUCTION MANAGER   INSPECTOR
<b>Hamid Abedzadeh, PE, QSD</b>	CONSTRUCTION MANAGER   INSPECTOR
<b>Chuck Stagner</b>	CONSTRUCTION INSPECTOR
<b>Julio Velasco</b>	CONSTRUCTION INSPECTOR
<b>John Welch</b>	CONSTRUCTION INSPECTOR
<b>Ciros Ganji</b>	CONSTRUCTION INSPECTOR

The following is a chart of our proposed staff's education, licenses and certifications.

<i>Name</i>	<i>Current Licenses &amp; Certifications</i>
<b>Steven Kooyman, PE</b> <i>Project Manager   Senior Engineer</i>	BS, Civil Engineering, California State University, Chico, 1991 CA Registered Professional Civil Engineer   55757 NV Registered Professional Civil Engineer   13015
<b>Manuel Gomez</b> <i>Construction Manager   OCTA &amp; Caltrans Liaison</i>	B.S. Civil Engineering, California State University, Long Beach APWA Southern California Chapter, Member City Engineers of Orange County, Board Member 2014-2016 OCTA Technical Advisory Committee, Chair 2018
<b>Tom Marnocha, CESSWI, QSP</b> <i>Construction Manager</i>	AS, Civil Engineering Technology, Northwest Wisconsin Technical Institute, 1982 CESSWI, Certified Erosion, Sediment & Storm Water Inspector   2305 QSP, Qualified SWPPP Practitioner   22064 CALTRANS, Post Earthquake Inspections & Safety Evaluation CALTRANS, Sampling & Testing Construction Materials NICET, Level II Certification AWS, Certified Associate Welding Inspector Nuclear Density Gauge Operator, Troxler Electronic Laboratories

<i>Name</i>	<i>Current Licenses &amp; Certifications</i>
<b>Hamid Abedzadeh, PE, QSD</b> <i>Construction Manager   Inspector</i>	MS and BS, Civil Engineering, University of Tennessee in Memphis CA Registered Professional Civil Engineer   C51298 Qualified SWPPP Developer   C51298
<b>Chuck Stagner</b> <i>Construction Inspector</i>	Best Management Practices (BMP) Certificate Holder OSHA Competent Person Certification OSHA Confined Space Certification
<b>Julio Velasco</b> <i>Construction Inspector</i>	Associates Degree, CADD Technology, ITT Tech Institute, 1997 CA Contractor State License   928807 Construction Health & Safety Technician (CHST) – Board of Certified Safety Professionals (BCSP) HAZWOPER Training Certification Confined Space – Entry Supervisor, Entrant, Attendant
<b>John Welch</b> <i>Construction Inspector</i>	QCM US Army Corps of Engineer
<b>Ciros Ganji</b> <i>Construction Inspector</i>	B.S., Civil Engineering, California State University of Long Beach ICC Certified Special Soil Inspector Nuclear Certified ACI Certified SWPPP and NPDES Certified

## Short Bios

### James G. Ross

### Principal-in-Charge

James has supported municipalities and public agencies at an executive management level for the past 35 years, specializing in Public Works and Water Departments. James' experience includes successfully managing staffs of over 400 people and Capital Improvement Program budgets of approximately \$200 million. He has served on the Board of Directors and has been President of the Public Works Officers for the League of California Cities. James is also the recipient of the James Martin Award for Excellence and Service to the League and Public Works Profession. James was chosen Top Leader of the Year in 2004 and nominated for the National Top 10 Director of the Year in 2008, both for the American Public Works Association, Southern California Chapter.

**Steve Kooyman, PE****Project Manager**

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Steve is a registered Civil Engineer with more than 25 years of civil engineering experience and has spent over 5 years of his career serving numerous jurisdictions throughout the Southern California region. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public. As the previous City Engineer for the City, Steve has a great working knowledge of the Public Works Department, City codes and policies, standards, and requirements.

**Manuel Gomez****Construction Manager | OCTA and Caltrans Liaison**

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Manuel is an experienced public works professional with more than 25 years of experience serving municipal public works departments in Orange County. Before joining Interwest, he was the Director of Public Works for the City of Irvine for 13 years and held several management positions with the City of Santa Ana over the course of another 13 years. These positions have given Manuel not only valuable insight into the successful management of municipal public works departments and staff, but also intimate understanding of Orange County communities, standards, regulations, and sensitive issues. Manuel is known for his collaborative and inclusive management style, bringing the best out in the staff that he supervises. He is proficient in state and local laws and practices, active in industry associations, and fluent in Spanish.

**Tom Marnocha, QSP, CESSWI****Construction Manager | Inspector**

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Tom brings more than 35 years experience in the areas of construction management, inspection, planning, schedule analysis, project management, billings and payments,

contract administration and compliance, field engineering, quality assurance, and materials testing for a variety of public works, residential and transportation projects.

He possesses a vast array of certifications, including his certifications in QSP (Qualified SWPPP Practitioner) and CESSWI (Certified Erosion, Sediment, and Storm Water Inspector). These two certifications allow Tom to serve as an inspector, monitoring Storm Water Prevention Plans ensuring they are adhering to all California rules and regulations.

Tom's diverse background allows him to bring a deep understanding and expertise to cities and government agencies on large, complex, high-value construction projects. Projects range from small city projects to multi-million dollar projects including parks, fire stations, street improvements, and community buildings. Tom is an expert in using the Contract Manager Document Control System which facilitates his ability to collaboratively work with all parties ensuring projects are well managed and brought to a successful completion.

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**Hamid Abedzadeh, PE, QSD****Construction Manager | Inspector**

Hamid is a registered engineer who has held supervisory and management positions for more than 14 years, managing up to 20 professional and technical employees and projects budgets up to \$40 M. He has extensive experience in construction management, material testing, geotechnical engineering, consulting and leadership with a proven track record in delivering complex projects on time and in budget.

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**Chuck Stagner****Construction Inspector**

Chuck is a construction inspector with more than 35 years of experience serving municipalities in his field. He has been involved of all aspects of various public works projects

and is knowledgeable of State & County Public Works regulations as well as MUTCD, SWPPP and OSHA requirements. Chuck has been involved with underground utilities for more than 25 years. In the past five years, he has provided inspection services on sewer permit projects in Costa Mesa (Victoria - Harbor Blvd to 600' West, bored a 10" line for the 600 L.F.) He has also made connections on a forced main and inspected work for pump houses on Minor Street and Mesa Blvd. Chuck is an accomplished professional who prides himself on providing quality, timely services in a friendly, collaborative way. Over his career, he has served as Project Manager, business owner, and a part of a team, giving him unique insight and the managerial skills to promote communication and satisfaction at all levels.

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**Julio Velasco****Construction Inspector**

Julio is a dedicated construction manager with nearly a 15-year record of success in all facets of government and public works projects. He has cultivated his track record of successful completions of multi-million dollar projects through coordinating trades, developing client relationships and building positive rapport with architects, engineers, subcontractors and vendors, all while maintaining the client's budget. Julio is well-versed in Standard Specifications for Public Works Construction (Greenbook), Work Area Traffic Control Handbook (WATCH), and material purchasing, as well as document preparation and tracking.

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**John Welch****Construction Inspector**

John brings more than 19 years of experience in the areas of construction management, inspection, planning, schedule analysis, project management, contract administration and compliance, field engineering, and quality assurance for a variety of public works, residential and transportation projects. John's diverse background has given him insight into serving



cities and government agencies on large, complex, high-value construction projects. His experience ranges from small city projects to multi-million dollar projects, including highways, street improvements, and airport taxi-ways. John is able to collaboratively work with all parties ensuring projects are well managed and brought to a successful completion.

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**Ciros Ganji****Construction Inspector**

Ciros has more than 20 years of experience in construction, construction inspection, geotechnical testing and design on a number of projects for local cities, government agencies, and private developers. He successfully completed many Capital Improvements Projects, numerous mainline underground utility projects and commercial tract developments. He is an expert in flood control, sewers, drainage, AC and PCC paving, traffic control, roadway excavation, soils testing, concrete inspection and major public works projects. He has been responsible for inspecting and reviewing proper traffic control plan; detecting and locating faulty materials; maintaining daily inspection reports; and preparing final punch lists. He has great communication skills responding to citizen complaints and providing quality customer service. In addition, he has prepared and maintained project documents including labor and equipment records and labor compliance reports. Ciros is familiar with construction project scheduling. He has worked very well with all members of private and public agencies and was highly respected for his efforts.

**RESUMES**

We have provided resumes for key staff on the following pages. Resumes for additional staff will be provided upon request due to page limitations.



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GROUP**

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#### **E D U C A T I O N**

Bachelor of Science, Civil Engineering,  
California State University, Chico, May  
1991

#### **R E G I S T R A T I O N S C E R T I F I C A T I O N S**

CA Registered Civil Engineer | 55757

NV Registered Civil Engineer | 13015

QSD/QSP Training

#### **P R O F E S S I O N A L A F F I L I A T I O N S**

National and OC ASCE Member

## **Steve Kooyman, PE**

### **Project Manager**

Steve is a registered Civil Engineer with more than 25 years of civil engineering experience and has spent a vast amount of his career serving numerous jurisdictions throughout the Southern California region. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public.

#### **P R O J E C T   S P E C I F I C   E X P E R I E N C E**

##### **Senior Project Manager**

2019 – Present

Interwest Consulting Group

Steve provides Project Management and Senior Engineering Services to our clients throughout Southern California.

##### **Public Works Director | City Engineer**

2018 – 2019

City of Rancho Santa Margarita

Steve supervised and managed City staff and various consultants within the Public Works Engineering Division, administering a \$5-\$6 million annual Capital Improvement Program, and was responsible for:

- All work within the public rights-of-way, over 50 PW permits issued annually;
- Working directly with the City Manager, Community Development Director, Building Official, Community Services Director, Police and Fire Services, City Attorney, Finance Director, and Human Resource Director on all PW Engineering, Maintenance, and CIP projects as part of the Executive Team;
- Coordinating with the various master and individual HOA's within the City
- Preparing and presenting various staff reports to the City Council for CIP projects;
- Administering and implementing various City Council and City Manager policies, procedures, goals, and priorities for the City;
- Managing and monitoring all work within the Department, including: developing the annual work plan and staffing plan, and developing and supervising all public works contracts in coordination with the City Attorney;

##### **City Engineer**

2015 – 2018

City of Brea

As City Engineer, Steve managed staff and administered a \$30-\$40 million annual CIP. He was responsible for:

- Updating and developing the City's Circulation Plan within the General Plan, Traffic, Water, Fire and Dispatch Impact Fee Programs, Sewer, Water, and Drainage Master plans;
- Developing expense and funding projections in coordination with the development of the 2016, 2017, and 2018 CIP and annual Engineering operational budgets;
- All work within the public rights-of-way, over 200 PW permits issued annually;
- Preparing and presenting various staff reports to the Planning Commission and City Council for CIP and development projects;
- Supervising, reviewing, and stamping all final parcel/tract maps, and lot line adjustments related to subdivisions within the City; and,
- Managing and coordinating all CEQA/NEPA documents with the City Planner within the Planning Division for PW projects.

##### **Assistant Public Works Director, Public Works and Utilities Department**

2013 – 2015

City of San Juan Capistrano

Steve supervised and managed up to 12 employees and various consultants within the PW Division for a \$10-\$15 million annual CIP. In this position, he was responsible for:

- Updating and developing of the City's Circulation Funding Plan with development projections in coordination with the development of the CIP and annual fiscal year



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- operational budgets;
- Managing the pavement management and NPDES storm water program for the City;
- Managing and supervising the maintenance of the City's parks and facilities in coordination with the Maintenance Superintendent;
- Attending and managing various advisory committees within the City for the bike/equestrian trails, and parks;
- Managing and coordinating all CEQA/NEPA documents with the Planning Department for PW projects; and,
- Managing and developing the Engineering Division annual work and staffing plans

**Acting Deputy Director, Engineering, Transportation Planning and Land Development | Senior Civil Engineer | Supervising Civil Engineer**

2001 – 2013

County of El Dorado

Steve served the County of El Dorado for more than a decade in various high level management positions, at his peak supervising a staff of more than 20 employees and several consultants within the Transportation Planning and Land Development Unit. He managed projects a part of the County's \$30-\$45 million annual CIP with the following responsibilities:

- Working directly with County Board Members on various high profile projects in coordination with the Presidential Tahoe Summit and State Forums;
- Serving as the County Engineer for all development within the County;
- Managing the pavement management program, traffic impact program, and NPDES storm water program for the County;
- Working directly with the County Counsel on all subdivision map agreements and PW/transportation contracts;
- Working directly with the Planning Director and County Counsel during the development of the General Plan Update;
- Attending and facilitating various public meetings regarding the General Plan Update and CIP;
- Supervising and managing the Tahoe Storm Water Management Program with Total Maximum Daily Load and NPDES requirements;
- Supervising the County's Transportation efforts in Tahoe Managed and developed the Tahoe Engineering Units annual and 5-year budgets;
- Working directly with the Tahoe Maintenance Division on all roadway, bridge, and drainage improvements; and,
- Facilitating and managing various public outreach meetings with respect to the CIP projects in Tahoe.

**Associate Civil Engineer**

1997 – 2001

City of South Lake Tahoe

Steve performed civil engineering design; completed hydraulic/hydrology reports, construction specifications, and contract documents; and performed construction management and inspection for numerous civil engineering within the City. He worked directly with the Planning Department on all development projects within the City including the Redevelopment Agency; and, administered, reviewed, and issued the various PW permits within the City.

**Civil Engineer**

1993 – 1997

Ernie Jones Associates, Ltd

Steve performed civil engineering design and performed construction management and inspection for numerous civil engineering projects, including many residential home designs in South Lake Tahoe. He designed and prepared plans for several apartment complexes, subdivision maps, improvement plans, and various water, sewer, erosion control projects.



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**E D U C A T I O N**

B.S. Civil Engineering,  
California State University, Long Beach

**P R O F E S S I O N A L  
A F F I L I A T I O N S**

APWA Southern California Chapter,  
Member  
City Engineers of Orange County, Board  
Member 2014-2016  
OCTA Technical Advisory Committee,  
Chair 2018

## Manuel Gomez

Senior Engineer | Caltrans and OCTA Liaison

Manuel is an experienced public works professional with more than 25 years of experience serving municipal public works departments in Orange County. Before joining Interwest, he was the Director of Public Works for the City of Irvine for 13 years and held several management positions with the City of Santa Ana over the course of another 13 years. These positions have given Manuel not only valuable insight into the successful management of municipal public works departments and staff, but also intimate understanding of Orange County communities, standards, regulations, and sensitive issues. Manuel is known for his collaborative and inclusive management style, bringing the best out in the staff that he supervises. He is proficient in state and local laws and practices, active in industry associations, and fluent in Spanish.

**P R O J E C T   S P E C I F I C   E X P E R I E N C E**

**Senior Project Manager**

2018 – Present

Interwest Consulting Group, Inc.

Manuel provides project management for municipal public works projects and oversees assigned projects to ensure compliance with time and budget parameters. He responds to client and public inquiries regarding engineering policies and procedures and helps municipal management teams to evaluate issues and options regarding the best approach to and practices for public works projects and programs, as well as key organizational issues.

**Public Works Director**

2005 – 2018

City of Irvine

As Public Works Director for over a decade, Manuel provided leadership and policy direction for the development, construction and maintenance operations of various public works infrastructure projects and programs. He directed the City's largest operating department with more than 150 full-time staff positions. He also was responsible for an annual operating budget of \$65 million and a capital improvement program of more than \$450 million.

**Transportation Manager**

1992 – 2005

City of Santa Ana

Manuel provided oversight and management of the development services and transportation functions of the City's Public Works Agency. He also served as the Manager of Maintenance Services and as Assistant to the City Manager during his tenure with the City of Santa Ana.



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**EDUCATION**

Associates of Science  
Civil Engineering Technology  
Northwest Wisconsin Technical Institute  
1982

**REGISTRATIONS  
CERTIFICATIONS**

CESSWI  
Certified Erosion, Sediment & Storm Water  
Inspector | 2305

QSP, Qualified SWPPP Practitioner | 22064

CALTRANS  
Post Earthquake Inspections & Safety  
Evaluation

CALTRANS  
Sampling & Testing Construction Materials

NICET, Level II Certification

AWS, Certified Associate Welding Inspector

Nuclear Density Gauge Operator  
Troxler Electronic Laboratories

**PROFESSIONAL  
AFFILIATIONS**

ACIA, American Construction Inspector  
Association

AWS, American Welding Society

National Institute for Certification  
in Engineering Technologies

SSPC, The Society for Protective Coatings

## Tom Marnocha, CESSWI, QSP

### Construction Manager

Tom brings more than 35 years experience in the areas of construction management, inspection, planning, schedule analysis, project management, billings and payments, contract administration and compliance, field engineering, quality assurance, and materials testing for a variety of public works, residential and transportation projects.

He possesses a vast array of certifications, including his certifications in QSP (Qualified SWPPP Practitioner) and CESSWI (Certified Erosion, Sediment, and Storm Water Inspector). These two certifications allow Tom to serve as an inspector, monitoring Storm Water Prevention Plans ensuring they are adhering to all California rules and regulations.

Tom's diverse background allows him to bring a deep understanding and expertise to cities and government agencies on large, complex, high-value construction projects. Projects range from small city projects to multi-million dollar projects including parks, fire stations, street improvements, and community buildings. Tom is an expert in using the Contract Manager Document Control System which facilitates his ability to collaboratively work with all parties ensuring projects are well managed and brought to a successful completion.

### PROJECT SPECIFIC EXPERIENCE

#### Construction Manager | Construction Inspector

2011 – Present

Interwest Consulting Group | CA

Provides a variety of services to clients in the Southern California region, including construction management, public works construction management and observation, inspection, and SWPPP inspections. He currently provides public works construction management and inspection services on a variety of projects throughout the City of Yorba Linda:

- **Bastanchury Road improvement Project** – Provided CM services for the road widening and resurface, filterra installation, new sidewalk, curb and gutter and streetlights. Traffic signal improvements.
- **Culver City, Pedestrian Improvement Project** – Provided CM services for multiple locations for new handicap ramps and street corner configurations. Pedestrian crossing signal pole improvements.
- **Culver City, Washington Place Resurface** – Street widening and resurface with sidewalk, handicap ramp and curb & gutter installation. Signal improvements for pedestrian crossings.
- **Town Center Yorba Linda** – Provide oversight and CM services for the Town Center development which is a multiple phase multi year improvement project development.
- **Richfield Widening Project** - Approximately 500 lineal feet (LF) of new curb and gutter, sidewalk and retaining wall. Coordinated utility relocations, survey and materials testing.
- **Hidden Hills Storm Drain Lining Project** - 1500 LF of storm drain lining which includes the flushing, video documentation and lining installation.
- **Bastanchury Road** - Project involved the installation of two intersections of new traffic signal poles and head, traffic loops, interconnect communication conduit, construction of new horse trail with fencing, sidewalk and handicap ramp construction.
- **Richfield/ Buena Vista Street Light Improvement Project** - Project included relocating Edison power lines, installation of new traffic signal poles, signal heads and safety lighting, traffic loops and advanced loops and restriping.
- **Yorba Linda Medical Office Building** - Approximately 10,000 sq. ft. of medical office space. Interwest performed grading, roadwork and sidewalk improvement inspections.
- **Corta Bella, Heritage, Vista Vel Verdes, Amalfi and Encanto** - New residential housing developments totaling more than 500 homes. Interwest performed the grading and SWPP inspections for all three projects.
- **Traffic Signal** – Provided construction management and inspection for new construction of traffic signal at Richfield/Buena Vista ensuring compliance to the plans and specifications.





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- **Yorba Linda Water District Phase 1 Water Main** – Replacement of 5,000 LF of 18” water main. Provided oversight for the city which included compliance to the required traffic control and completion of the final striping to the city standards.
- **Traffic Signals** – \$500,000 new construction project consisting of traffic signals at two intersections.

#### ADDITIONAL EXPERIENCE

Performed construction management and inspection services on a contract basis.

- **Pier Avenue Streetscape** - \$4 million project, which had several funding sources including a \$1.2 million federal ARRA Grant from the State Water Boards. The primary goals for this project, for the **City of Hermosa**, was to improve the aesthetics of the street and improving pedestrian accessibility, parking, landscape and hardscape. Pier Avenue is the City's “main street” in the downtown area connecting Pacific Coast Highway to the City's Municipal Pier and Pier Plaza. Pier Avenue is one of the few MTA Bus Routes in the City and will include new bus shelters and other transit related improvements.
- **Civic Center Median (City of Garden Grove)** - This project involved replacing the existing landscaping and irrigation on a busy road. Project also involved installing a perimeter decorative mow strip and a city monument with lighting.
- **Garden Grove Euclid Intersection Improvement Project** - This project included widening the right turn lane on north bound Euclid to east bound Garden Grove, including adding protective barriers at the corner. The project also included adding decorative sidewalk crosswalks and a garden wall at the NE corner of the intersection.
- **Freedom Park** - \$10 million, 23-acre park project in the **City of Palm Desert** that received the California Park and Recreation Society's (CPRS) Award of Excellence. Served as Construction Manager for the project, which included underground utility construction; clearing and grubbing; irrigation and landscape installation; rough and finish grading for baseball fields, volleyball courts, tennis courts, skate park, play equipment, and soccer field with an underground drainage system; concrete site improvements; curb and gutter; asphalt parking lot; a Snack Bar and Men's/Women's Restroom facility per City of Palm Desert specifications and plans. Coordination with Coachella Valley Water District on the placement of a future well site was a major component of the project.
- **Palm Desert Redevelopment Agency** - Served as the owner's representative on this \$4 million, 8,200 sf Visitor Information Center project. Responsible for quality control and construction safety oversight. Conducted daily meetings and conferences; and received, managed, and distributed submittals. Managed all contract administration and compliance. Staff also provided pre-construction (including a biddability/constructability review) and construction management services.
- **Rancho Mirage Santa Rosa Villa Housing Project** - Provided pre-construction services, and construction management and administration-related services for the City's low-income housing project. Was on site daily serving as owner's representative. Ensured construction safety oversight, quality control, progress payments, contract administration/compliance, and document control.
- **Rancho Mirage Public Library** - A new \$15 million public library, a one-story civic library building of approximately 43,000 square feet on a 9-acre site located along Highway 111 between San Jacinto Drive and Paxton Drive. The building interior floor plan consists of offices, classrooms, a commercial kitchen, a conference room, a dining room, lounges and reading rooms. The site development incorporates two transition roads and parking lots, civil grading/soil export work, architectural surface feature improvements, and irrigation and landscaping.
- **Hathaway Park Improvements** - As Construction Manager, provided construction management services for the installation of new playground equipment at Hathaway Park for the **City of Lomita**.
- **Capital Improvement Projects** - Construction Manager and Inspector for capital improvement projects in the **City of Lomita** ranging from street repair to the construction of new municipal facilities. Coordinated and scheduled appropriate design services, reviewed completed plans and specifications, prepared or supervised the preparation of bid packages, reviewed bids and provided general engineering supervision during construction. Tracked all project correspondence using Expedition.

## IDENTIFICATION OF KEY PERSONNEL

Below we have identified our proposed team and provided information regarding their current assignments and availability.

JAMES G. ROSS	
<b>Proposed Position</b>	Principal In Charge
<b>Specified Tasks</b>	Contract Management, City's Management Contact
<b>Current Location</b>	Huntington Beach Office
<b>Current Assignments</b>	Public Works Group Leader for Interwest
<b>Availability</b>	As-Needed
<b>Length of Time with Interwest</b>	4 Years

STEVE KOOYMAN, PE	
<b>Proposed Position</b>	Project Manager
<b>Specified Tasks</b>	Project And Staff Management, City's Day To Day Contact
<b>Current Location</b>	Huntington Beach Office
<b>Current Assignments</b>	City of Brea
<b>Availability</b>	As-Needed – Up to full-time
<b>Length of Time with Interwest</b>	1 Year

MANUEL GOMEZ	
<b>Proposed Position</b>	Construction Manager, OCTA and Caltrans Liaison
<b>Specified Tasks</b>	Construction Management, acting as a Liaison For OCTA and Caltrans
<b>Current Location</b>	Huntington Beach Office
<b>Current Assignments</b>	As-Needed at the Cities of Maywood, Newport Beach
<b>Availability</b>	As-Needed
<b>Length of Time with Interwest</b>	1 Year

TOM MARNOCHA, QSP, CESSWI	
<b>Proposed Position</b>	Construction Manager and Inspector
<b>Specified Tasks</b>	Construction Management and Inspection
<b>Current Location</b>	Huntington Beach Office
<b>Current Assignments</b>	As-Needed at the Cities of Yorba Linda, Maywood
<b>Availability</b>	As-Needed – Up to full-time depending on project timing
<b>Length of Time with Interwest</b>	8 Years

HAMID ABEDZADEH, PE, QSD	
<b>Proposed Position</b>	Construction Manager and Inspector
<b>Specified Tasks</b>	Construction Management and Inspection
<b>Current Location</b>	Huntington Beach Office
<b>Current Assignments</b>	As-Needed at the Cities of Costa Mesa, Pomona
<b>Availability</b>	As-Needed – Up to full-time depending on project timing
<b>Length of Time with Interwest</b>	2 Years

CHUCK STAGNER	
<b>Proposed Position</b>	Construction Inspector
<b>Specified Tasks</b>	Construction Inspection
<b>Current Location</b>	Huntington Beach Office
<b>Current Assignments</b>	As-Needed at the City of Maywood
<b>Availability</b>	As-Needed – Up to full-time depending on project timing
<b>Length of Time with Interwest</b>	3 Years

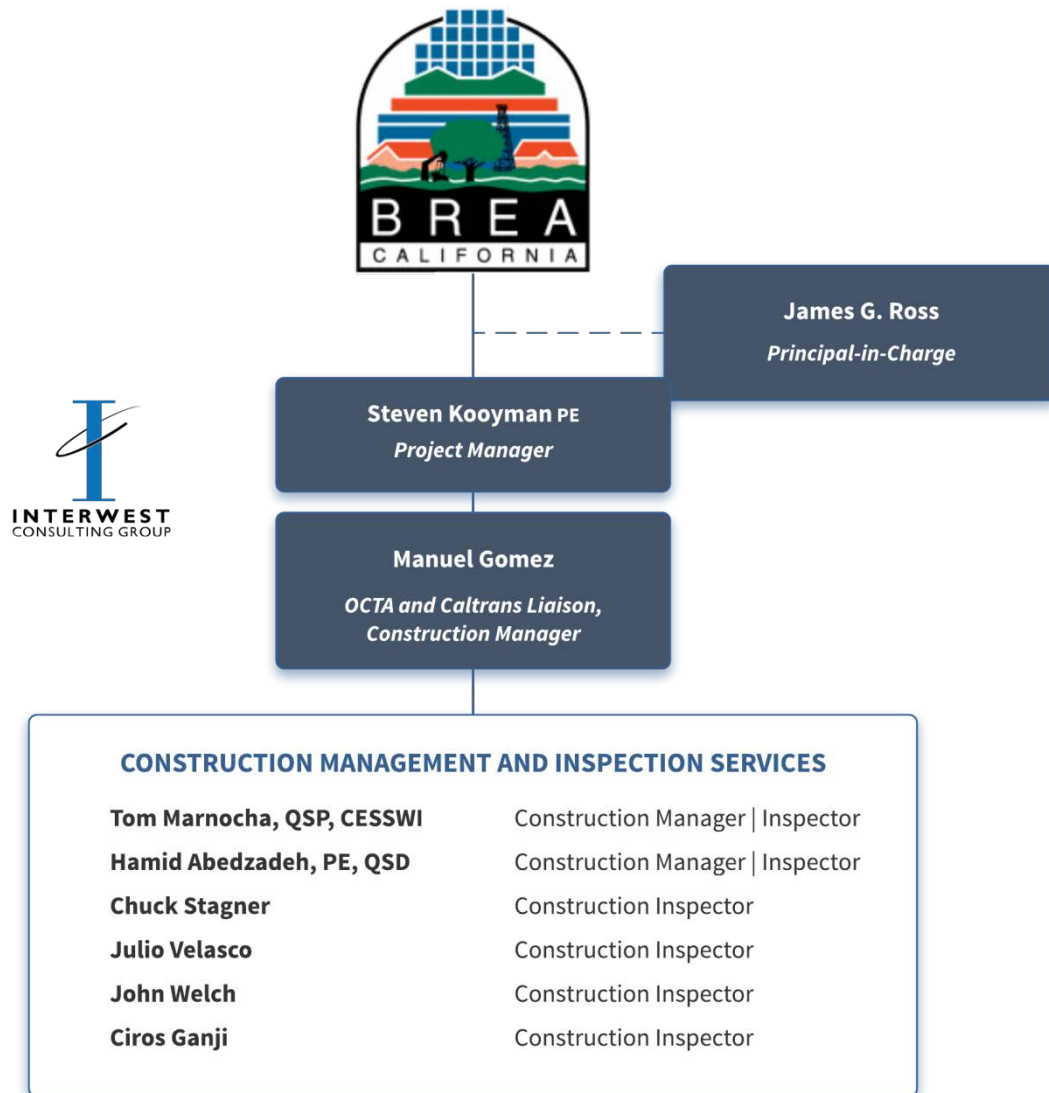
JULIO VELASCO	
<b>Proposed Position</b>	Construction Inspector
<b>Specified Tasks</b>	Construction Inspection
<b>Current Location</b>	Huntington Beach Office
<b>Current Assignments</b>	As-Needed at the Cities of Pomona, Newport Beach
<b>Availability</b>	As-Needed – Up to full-time depending on project timing
<b>Length of Time with Interwest</b>	3 Years

JOHN WELCH	
<b>Proposed Position</b>	Construction Inspector
<b>Specified Tasks</b>	Construction Inspection
<b>Current Location</b>	Huntington Beach Office
<b>Current Assignments</b>	As-Needed at the Cities of Gardena, Culver City, El Monte
<b>Availability</b>	As-Needed – Up to full-time depending on project timing
<b>Length of Time with Interwest</b>	1 Year

CIROS GANJI	
<b>Proposed Position</b>	Construction Inspector
<b>Specified Tasks</b>	Construction Inspection
<b>Current Location</b>	Huntington Beach Office
<b>Current Assignments</b>	As-Needed at the Cities of South Pasadena, Yorba Linda
<b>Availability</b>	As-Needed – Up to full-time depending on project timing
<b>Length of Time with Interwest</b>	3 Years

## ORGANIZATION CHART

Below is an organization chart showing the relationships and hierarchy of proposed staff for this engagement with the City of Brea.



## STATEMENT OF AVAILABILITY

Work described in the Request for Proposals will be performed by the key Interwest staff identified to the extent proposed unless prior written approval has been obtained from the City of Brea.

### Detailed Work Plan

#### APPROACH AND WORK PLAN

#### Construction Management

##### Pre-Construction / Bidding / Award Phase

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**Constructability | Contract Document Review | Bid Support:** Review of the construction plans and contract documents prior to bidding and report to the City any areas where there may be an opportunity to save money or find areas that can be corrected prior to the bid, resulting in more competitive bids and fewer construction change orders. This assistance is provided during the bidding process.

**Pre-Project Photographs | Video:** The Construction Inspector will document the condition of the project as well as the adjacent areas prior to the contractor mobilizing, thus minimizing any dispute that may arise regarding existing vs. construction damage.

**Pre-Construction Meeting:** We will organize or attend the pre-construction meetings prior to the Notice to Proceed being issued. Notes & a list of invitees & attendees will be distributed.

**Plans, Specification & Estimate (PS&E):** The PS&E package is essentially the contract document from which the contractor will bid and build the project. The project engineer, in consultation with the construction manager, takes the approved project and begins the formal design process. Every effort must be made to stay within the scope of the approved project, and adhere to the environmental document constraints. Any changes to the scope must be approved by the City; changes to the scope during the PS&E phase will likely increase construction costs, may require additional environmental studies, and possibly delay the



schedule. As the PS&E package develops, a bigger emphasis is made on constructability, traffic handling and staging. All can significantly impact construction costs.

### **Bidding and Construction Support**

- During the bidding process, if so directed, the Interwest Team will be available to answer bidders' questions, prepare drafts of addenda or clarifications to the PS&E and assist in reviewing bids and recommending a contract award.
- During construction, we will provide supplemental support to the City and construction management section for construction inquiries. This supplemental construction support includes:
  - Reviewing and preparing responses to RFIs
  - Reviewing Contractor submittals and shop drawings for compatibility with design
  - Reviewing and providing recommendations of change order proposals
  - Performing final review/evaluation & assisting with the preparation of punch list for work deficiencies
  - Preparing record drawings of the completed projects based upon the redlined set of as-built plans

### **Construction Phase**

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**Project Schedule | Submittal Review:** A realistic schedule that meets the requirements of the contract documents is critical to the success of the project. Our team will constantly monitor the schedule, noting and making the City aware of any critical path slips, as well as any opportunities to compress the schedule that may arise. Further, timely and thorough submittal review is critical to a project. Examples of activities include:

- Coordinate, review & approve the Contractor's proposed schedule for completion.
- Review contractor's schedule, update submittals for conformance to master schedule and contract documents.

**Document Control:** We use the proven method of controlling documents through the system developed and used by Caltrans. We will apply consistent procedures to track all documentation, regardless of project size and location. Doing so will result in a standard documentation and filing system across the board for capital projects. The Construction Management and Inspection team will assure that all construction documents are uploaded into the City's VPM system as appropriate. Additionally, the Interwest team will maintain a complete filing system in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM as applicable to the project. As a result, records retrieval will be quick and efficient. Work activities include:

- Maintain all project documents, drawings, contract change orders, contractor submittals, shop drawing and correspondence in electronic form within VPM and hard copy.
- Maintain at the project site an up-to-date copy of all contracts, drawings, specifications, addenda, change orders & other modifications, in good order & marked to record all changes made during construction. We track documents, including all correspondence, which will also be uploaded within VPM.
- Ensure an office engineer is available for projects with significant document control needs, and all files will be set up by our office engineer, regardless of size pursuant to Chapter 16 of the LAPM as appropriate.
- Maintain a digital photographic library & significant activities.
- Maintain RFI, submittal and change order logs. Ensure consultants and engineers respond within contract time frames. We track the number of days submittals are outstanding and with a particular party on a weekly basis and report this information to the appropriate staff, which will be uploaded into VPM.
- Monitor Contractor and the sub-contractors regarding compliance with prevailing wage

rates and affirmative action requirements applicable to the project including a Labor Compliance Program in accordance with the CA Labor Code, AB 1506, and the Davis-Bacon Act. Our inspectors and office engineers are trained on the appropriate forms and techniques necessary to conduct these compliance activities.

- Collect and review, for compliance with all State and Federal regulations, certified payroll records requirements.

**Weekly | Monthly Construction Meetings:** We would attend and chair weekly or monthly project meetings with the contractors and stakeholders. We can prepare the agenda and discuss schedule, budget, changes, safety issues, etc. This has proven to be an important step to getting the project on schedule early, which will be uploaded into VPM.

**Change Order Review/Dispute Resolution:** Our team will review any requests for contract change orders to verify the work is necessary and outside of the contract, and we will negotiate the best way from the City perspective to pay for the work, whether that is time and materials, unit prices, or a negotiated amount. We will advise City as to their effect on the contract time and cost. We can perform independent estimates of proposed change order work when necessary or when directed by the City. The Construction Manager will then make a recommendation for approval, which, according to the City policy, will ultimately need approval by the Public Works Director.

**Materials Testing Management:** We will coordinate and schedule the materials testing services to acquire the necessary services, and reports, in the most efficient manner.

**Compaction Control:** We will coordinate compaction testing with the soil engineering firm to verify all compaction conducted meets all requirements and specifications.

**Progress Payment Processing:** We will review progress payments and verify quantities/unit prices, amount due, certified payroll, appropriate rates, etc. If the review shows the progress payment is accurate, we will then recommend payment and circulate it to Project Manager for additional review, signature and approval.

**Agency Coordination:** We will coordinate any work with other agencies to maximize contractor efficiency and keep the project on schedule.

### **Project Close-Out Phase**

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**Punch List Completion:** Our Inspector will generate and make the contractor aware of deficiencies as they occur in the field. We will encourage the contractor to repair or replace work that does not meet the specifications when it is identified. Interwest will oversee the complete performance of all punch list items and final clean-up before contractor moves off-site. Each punch list item is personally signed off by a member of our team, and all items must be signed off before the construction manager signs the list as complete.

**Record Drawings and Other Documents:** Our Construction Manager will review the record drawings with the Inspector and Engineer of Record for accuracy and completeness prior to acceptance of the project. This is monitored weekly. At the end of the project, we will obtain from contractor all record (as-built) drawings: O&M materials, attic stock, contract required documents, lien releases, & written warranties.

**Geotechnical Report:** Our Construction Manager will obtain a complete geotechnical report with all test results, logs, and correspondence from the geotech prior to releasing their final payment.

**Final Report:** Our team will prepare a final report for the project that recaps the costs, schedule, successes, and lessons learned to the City and the Project Manager for use in preparing the City Council Notice of Acceptance Staff Report.

An inventory of the “wrap up” tasks for construction management activities include:

- Administer post-construction training of custodial, maintenance, operations and grounds staff for all new equipment, systems and finish materials. We intend to invite the appropriate City maintenance personnel to the final walk-through of the project so they may ask questions and review the work. We understand that the project is built for the end-user, which is usually the maintenance department on behalf of the citizens.
- Coordinate final testing, documentation and regulatory inspections. We require all materials testing and special inspection documentation to be in a final report in chronological order.
- Advise on substantial and final completion and liquidated damages.
- Evaluate any contractor claim, negotiate and resolve claim issues. Recommend approval or denial by the City.
- Establish a warranty process and schedule six months and eleven months warranty walks.
- Oversee the complete performance of all warranty repair items.

**Document Archive:** Once the project is complete, we will turn over all project documents in archive form to the City and update VPM as needed.



## Construction Inspection Services

Utilizing construction inspection services through Interwest Consulting Group is an extremely valuable strategy for delivering cost-effective, high quality municipal services. We inspect a variety of capital improvement, development, and utility project elements such as: waterline replacements, roadway rehabilitations, new park developments, building and utility projects on an “as-needed” basis, streets, driveways, sidewalks, curb and gutters, pedestrian ramps, drainage improvements, parks, buildings, open space amenities, trails, traffic signals, playground equipment and sports fields plus related services including sewer lift stations, sewer, domestic water, reclaimed water and street lighting. We have a proven track record of providing all of these services.

Our Inspectors will ensure that all work conforms to the project construction documents, City Codes and Ordinances including the City Grading Code and Manual, APWA “Greenbook” Standard Specifications for Public Works Construction, AWWA Standards, City and County Public Works Standards, State and Federal Building Codes related to site accessibility as well as Title 24 and ADA requirements, Caltrans’ Local Programs Manual, the City’s Quality Assurance Plan for Federal and State Funded Projects and all applicable prevailing wage laws including the Davis-Bacon and Related Acts.

Our team of professionals proposed for this assignment has extensive career expertise in the public works industry. Our local knowledge in combination with our depth of experience translates into better, more consistent decision making. This provides the City with excellent value not only today in cost for services, but more importantly in the future while operating the infrastructure. All Inspections shall be carried out using City established policies and

procedures with the highest quality staff in a timely and professional manner. We shall be an advisor and advocate and provide services with the best interest of the City in mind.

### **Guaranteed Deliverables**

There are several important areas of work requiring special attention to ensure successful completion of a project:

**Standardization & Maintenance of Project Documentation** – In order to effectively combat claims, it is vitally important that the construction manager and inspector follow a uniform standard to ensure that potentially volatile issues are dealt with in a timely, accurate and consistent manner. Interwest has instituted such a system and has a proven track record of helping its clients to avoid costly claims, which will also be integrated into the City's VPM as required.

**Monitoring Quality & Objectiveness of Field Personnel** – Our construction supervisors routinely check the files and performance of our construction inspectors. Regular training meetings are conducted at which changes in rules and regulations are discussed. Of critical importance are the storm water compliance rules and the requirements of the general construction permit on City projects.

**Public Relations** – Public works projects that impact residents and businesses present unique, non-technical challenges which must be addressed throughout the life of a project. Interwest staff will work closely with these stakeholders to make them aware of the project, its status and any changes that are made. Our assigned staff possesses the non-technical skill set needed to navigate the public relations arena.

**Construction Inspections (Including SWPP Compliance)** – Our Inspector, as well as any other field personnel performing services will document all work, quantities, contractor and subcontractor personnel and equipment, visitors, and field orders on a daily basis.

## **MANAGING RESOURCES AND QUALITY CONTROL**

Interwest knows that our continued success relies upon delivering high quality products to our clients with consistent attention to detail. Quality Control is not just a review of the final work product prior to its delivery to a client. Rather, true quality control is a commitment to a process of ongoing “critical eye” review and oversight throughout the project.

Routine and formal checks on assignment progress are critical for successful completion and client satisfaction. Therefore, for each assignment that we are asked to do, we will create and maintain assignment schedules and provide progress reports where needed and provide internal quality control reviews of data collected and recommendations made.

As most of our staff are former public officials, we understand the public impacts of our reports and recommendations. Recognizing the importance of Quality Control/Quality Assurance, James G. Ross, as the Principle-in-Charge, will assure Interwest’s services are of the highest quality and integrity. His role will be similar to that of an independent auditor who will regularly check on our products and services to ensure they are meeting the City’s needs. ***This will be at No Cost to the City.*** In this endeavor, we are not just looking to meet the City’s expectations, but to exceed the community’s expectations.

There are numerous design checklists that have been developed by Caltrans and augmented by Interwest. These checklists are a rigorous way to ensure that nothing has been missed and

force discussions between various disciplines. We feel strongly that the following approach to quality issues is a key reason we have been successful with our clients:

- Identify the issue as a team, in a transparent manner, with an attitude of responsibility
- Develop solutions while keeping the City's best interest as the first priority
- Implement the solution as a team
- Evaluate the process and system to determine the cause of the issue
- Learn from the issue and develop systems or training to address the weakness

Interwest will establish Project Schedule and Budget Tracking Systems for each project and review these with the team during weekly meetings to ensure there are no cost overruns or project delays.

### **Exceptions | Deviations**

Interwest Consulting Group has reviewed the Scope of Work and Proposed Professional Services Agreement set forth in Section IV. We do not propose any exceptions, alterations or amendments to either the technical or contractual requirements.



## FEE PROPOSAL

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The rates displayed in the fee schedule below reflect Interwest's current fees. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations. In addition, there is no charge for shipping, supply, or material costs.

Classification	Hourly Billing Rate
Principal in Charge .....	\$175
Project Manager .....	160
Construction Manager .....	145
Assistant Construction Manager .....	130
Supervising Public Works Observer .....	135
Senior Public Works Observer .....	125
Public Works Observer III .....	120
Public Works Observer II .....	115
Public Works Observer I .....	105
Overtime, Night, Weekend, and Holiday Work .....	140% of above listed hourly rates

## **APPENDIX**

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We have included a signed copy of the City's "Status of Past and Present Contracts Form" on the following page in the Original Proposal only, as specified in the RFP.



**Proposal for**  
**Construction Management and**  
**Inspection Services for FY 2018 - 2019**

**City of Brea**

May 10, 2019







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May 10, 2019



Mr. Michael S. Ho, P.E.,  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732

**RE: Construction Management & Inspection Services for FY 2018-2019 RFP**

Dear Mr. Ho,

Griffin Structures, Inc. (Griffin) is pleased to submit our qualifications for the City of Brea's (City) Construction Management & Inspection Services RFP. Founded nearly four decades ago, we specialize in Program and Construction Management (PMCM) and Inspection services for public entities. We have the knowledge, the resources, and the experience to successfully manage the City's project(s) on time and on budget. We believe we are your team for the following reasons:

- **Familiarity with on-call contracts.** Our 38-year portfolio encompasses 19 On-Call Contracts for various cities and counties throughout California. These contracts range from new construction, building modernization / renovation projects and even historic preservations. We also provide services from programming and needs assessment, design management and, of course, construction management. In all cases, our objective is to ensure that the City and staff have a dependable resource it can always call on to bring forward a project on schedule and on budget. Your success is our success.
- **A strong portfolio in local government.** We have worked on every product type, building type, and delivery method in the public sector. Our projects include public safety facilities, community and senior centers, aquatic complexes, sports parks and neighborhood parks, libraries, administration facilities, parking structures, as well as City led affordable housing and homeless shelters. In fact, we are pleased to have been given the opportunity to build the **Brea Parking Structure** and are proud of the success it has brought much needed parking for the City's thriving downtown for its residents.

Griffin believes we are the most qualified and capable team and firm to deliver this important project to the City. Our team is available immediately upon your direction, and hope to share our collective insight for this project in the near future. I would like to thank you for your time and consideration, and for the opportunity to submit on this important project.

As the signer of this submittal, I will also be the one responsible for the contractual responsibility with the City. The legal name of our company, corporate address, telephone, and fax number can be found in my signature.

All of our PMCMs are able to perform all the services listed in the RFP and will not need the services of sub-consultants at this time. If services outside the scope of this on-call are required by the City, Griffin will bring in sub-consultants accordingly.

The proposal will be in effect and will remain valid for a period of no less than 90 days from the date of submittal.

***All statement attest that all information submitted with the proposal is true and correct.***

Best Wishes,

A handwritten signature in black ink, appearing to read 'Jon Hughes', with a stylized, sweeping flourish extending to the right.

**Jon Hughes, CCM**

Vice President, Director of Operations

(O) 949-497-9000 x208

(E) [jhughes@griffinstructures.com](mailto:jhughes@griffinstructures.com)







## 2. Technical Proposal

### a. Qualifications, Related Experience and References of Offeror

#### (1). Firm Profile

Griffin Structures, Inc. (Griffin) is a diversified PMCM and Inspection services company serving the public and private sectors. More than 90% of our work is performed for public entities. We have built in excess of \$2B in public sector facilities, scope of these projects ranging from \$1M to greater than \$250M. Our comprehensive portfolio includes variety of projects and building types that includes public safety, parks and recreational, civic, community, senior centers, administrative offices, maintenance buildings, homeless shelters etc. We do everything from new construction, building additions, renovations, tenant improvements, ADA compliance, and upgrades.

Unlike other firms, **Griffin is known for our excellence in project delivery.** We view each project from multiple perspectives, employing only the best professionals in our industry. Our team encompasses architectures, landscape architects, land development, estimators and finance, sustainability, and construction practitioners. Furthermore, Griffin employs several veterans who have construction and agency review experience, setting our firm apart. Each brings a different perspective, which results in a more efficient, high quality project.

- **Inception:** 1981 (38 years)
- **Type of Organization:** Corporation
- **Size:** 1-50 Employees
- **Contractor's Licenses (# 793600):**
  - » General A (general building)
  - » General B (general engineering)
- **Office Locations:**
  - » **Northern California**  
1850 Warburton Ave,  
Suite 120  
Santa Clara, CA 95050  
(408) 955-0431
  - » **Southern California**  
2 Technology Dr.  
Suite 150  
Irvine, CA 92618  
(949) 497-9000

#### Services

##### *Pre-Construction*

- Needs Assessment
- Program Management
- Space Planning
- Site Selection
- Project Budgeting
- Design Management
- Constructability Review
- Scheduling
- Value Engineering
- Total Project Budgeting
- Contractor Pre-Qualification and Procurement
- Bid Management

##### *Construction*

- Construction Management
- Owner's Representative
- Budget Management
- Contractor Oversight
- Document Control
- Phasing, Relocation, & Move Management
- Quality Assurance/Control
- Sustainability Management
- Safety Management
- RFI & Change Order Management
- FF&E Procurement & Coord.
- Building Commissioning/Closeout

##### *Delivery Method Consultation*

- Design-Bid-Build
- Design-Build
- Integrated Project Delivery
- Public-Private Partnership



## (2). Firm's Financial Condition

Our firm's financial condition is stable and thriving. There are no current bankruptcy, pending litigation, planned office closures, and/or impending merger that may impede on our ability to complete a project.



## (3). Experience Performing Similar Work



Griffin is a diversified PMCM and Inspection services company serving the public and private sectors for 38 years. More than 90% of our work is performed for public entities. We have built in excess of \$2B in public sector facilities, scope of these projects ranging from \$1M to greater than \$250M.

Our comprehensive experience includes a variety of projects and building types (Type I through Type V). Our projects run the gamut from: public safety, fire and police stations, neighborhood park, sports complexes, civic centers, community and senior centers, administrative offices, maintenance buildings, and homeless shelters.

Our award-winning portfolio encompasses new construction, building additions, renovations, tenant improvements, ADA compliance, and upgrades to mechanical and electrical systems, roofs, etc. Unlike other firms, Griffin is known for our excellence in project delivery. We view each project from multiple perspectives, employing only the best professionals in our industry. Our team encompasses architectures, landscape architects, land development, estimators and finance, sustainability, and construction practitioners. Each brings a different perspective, which results in a more efficient, high quality project.

Our staff are stationed in our headquarters office located in Irvine. Most of our Construction Managers are experienced in the following services: project and construction management, constructability reviews, project scheduling, multiprime delivery, owner's representation, plan check, construction inspection, contract administration, schedule analysis, design-build, facilities planning, post occupancy services, LEED / sustainability services, project financing, Public Private Partnerships (P3), and facilities needs assessment.



## On-Call Experience



*Marguerite Aquatics Center, Aliso Viejo, CA*

Provided below is a list of some of our On-Call contracts where we are providing PMCM and Inspection services.

- County of Riverside On-Call Construction Management
- County of San Bernardino On-Call Construction Management
- County of San Bernardino On-Call Estimating
- County of Orange Public Works
- Carlsbad On-Call Construction Management
- Fullerton On-Call Construction Management
- Huntington Beach On-Call Construction Management
- Irvine On-Call Construction Management
- Laguna Beach On-Call Construction Management
- Lincoln On-Call Construction Management
- Long Beach On-Call Construction Management
- Orange County Public Works On-Call Construction Management
- Mountains Recreation & Conservation Authority On-Call Construction Management
- Santa Monica On-Call Construction Management for Buildings/Facilities
- Santa Monica On-Call Construction Management for Parks
- The Trust for Public Land
- West Hollywood Master Agreement for Construction Management Services
- Westminster On-Call Construction Management
- Yorba Linda On-Call Construction Management

## Facility Experience

Our experience includes renovations and new construction for fire stations, civic centers, community/senior centers, sports parks, aquatic centers, libraries, police departments, corporate yards, parking structures, police facilities, civic administrative offices, and more.

As a sample of our most recent experience, we are currently providing, and/or have provided PMCM and Inspection services for the following projects:

- Great Park Sports Complex (current)
- Building 14 - County of Administration North & Building 15 - County of Administration South (current)
- Laguna Beach Village Entrance (current)

Public entities often award multiple contracts to Griffin due to our professionalism and excellence in quality of our service.

For example, the **City of Buena Park** awarded the following projects to our firm:

- Community Center
- Corporate Yard Needs Assessment
- Fire Headquarters & Station No. 1 Needs Assessment
- Fire Station No. 61
- Police Headquarters

**County of San Bernardino** awarded contracts include:

- Campus Core Plan Implementation
- Civic Center Beautification
- High Desert Government Center
- Lake Gregory Dam Remediation Program
- Public Safety Communications Center
- Strategic Facilities Plan
- Vehicle Maintenance Headquarters

**City of Westminster** projects include:

- CIP Park Program

- Police Department Firing Range
- Police Department Headquarters
- Police Department Parking Structure
- Public Works Yard

**City of Fullerton** projects include:

- Fullerton Main Library Expansion & Renovation
- Fullerton Multi-generation Community Center Expansion & Renovation
- Fullerton Transportation Center Parking Facility
- Fullerton Lemon Park
- Maple Community Center Expansion and Renovation
- Fullerton Tennis Center Renovation
- Hillcrest Park Restoration

The **City of Newport Beach** awarded the following:

- Mariners Library
- Marina Park and Community Center
- Newport Beach Public Works Corporate Yard & Refuse Collection Site
- Public Works Operations & Maintenance
- Yard Needs Assessment and Master Plan
- Police Department Needs Assessment
- Community Center Needs Assessment
- Lifeguard Headquarters Facility Needs Assessment

**City of Tustin** projects include:

- Tustin Library
- Tustin Corporate Yard
- Tustin Fire Station No. 37
- Emergency Operations Center
- Tustin Corporate Yard Needs Assessment
- Tustin Legacy Annex Homeless Shelter

# Brea Parking Structure

Brea, CA

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## Relevancy

- Local Project
- PMCM & Inspection

**Start Date / Completion Date**  
2015 - 2017

**Project Size / Project Cost**  
476 Parking Stalls / \$9.2M

## Client

City of Brea  
Tony Olmos  
Public Works Director  
(714) 990-7650  
tonyo@ci.brea.ca.us

## Key Personnel Participation:

Roger Torriero, PIC  
Jon Hughes, CCM



**Project Description:** Working with Watry Design, Griffin provided PMCM, inspection services, and bridging documentation for the new \$9.2M parking structure off Brea Boulevard, adding much-needed parking for the thriving Brea Downtown. The DB parking structure is sited within a popular entertainment, dining, and shopping area known as the “Super Block.” The new structure houses 476 parking stalls on four levels. A parking guidance system advises drivers on Brea Boulevard about the number of available parking stalls in all three of the City’s parking structures. Drivers can also access up-to-the-minute parking availability on a Brea Downtown parking app.

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# Brea City Hall

Brea, CA

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## Relevancy

- Local Project
- PMCM & Inspection

**Start Date / Completion Date**  
2007 - 2008

**Project Size / Project Cost**  
60,000 SF / \$24M

## Client

City of Brea  
Charlie View  
Development Services Director  
(714) 990-7689

## Key Personnel Participation:

Roger Torriero, PIC  
Bob Hall



**Project Description:** Griffin was contracted to provide a needs assessment of the existing 60,000 SF Civic Center renovation, which included the City’s general government departments as well as the existing police functions. Based on the results, Griffin prepared & assisted the City in identifying options and their associated costs. The subsequent phases of the project included tenant improvements, remodeling/reconfiguration of all City department work areas and the associated building systems and infrastructure, as well as new construction of additional facilities. The project involved many relocations, selective consolidation and expansion of work areas, ADA compliance, and FF&E provision and installation.



# Brea Sports Park

Brea, CA

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## Relevancy

- Local Project
- PMCM & Inspection

## Start Date / Completion Date

2007 - 2009

## Project Size / Project Cost

26 acres / \$13M

## Client

City of Brea

## Key Personnel Participation:

Roger Torriero, PIC



**Project Description:** We were retained as the Construction Manager for the City of Brea's delivery of a new 26 acres sports park. The new park includes a softball field, two baseball fields, a football/soccer field, practice field, two basketball courts, two overlay soccer fields, a loop running walking path, tot lot, central quad, concession stand and restroom facilities. There are five batting cages with backstops and bullpens, grandstands and a passive park, which doubles as a water mitigation and storm water management area.

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# On-Call CM Services for Various Parks Depart Projects

San Mateo, CA

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## Relevancy

- On-Call Contract
- PMCM Services

## Start Date / Completion Date

2019 - Ongoing

## Project Size / Project Cost

Varies with Project(s)

## Client

County of San Mateo  
Nicholas J. Calderon  
Assistant Director  
ncalderon@smcgov.org  
(650) 363-4569

## Key Personnel Participation:

Jon Hughes, CCM  
Robert Godfrey, CCM  
Robert Echavarria  
Dustin Alamo, CCM, LEED AP  
Cody Roth  
Lance Solomon, CCM



**Project Description:** We have recently been selected by the County of San Mateo for their On-Call Professional Construction Services for Various Parks Department project(s) as a prequalified firm to provide PMCM services for the County's parks and recreational facilities. Duration of this contract is 36 months long, with a renewal option for 24 months.

# Government Center Beautification On-Call

San Bernardino, CA

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## Relevancy

- On-Call Project
- PMCM & Inspection

## Start Date / Completion Date

2016 - Ongoing

## Project Size / Project Cost

Varies / \$20M

## Client

County of San Bernardino  
Terry Thompson  
Director of Real Estate  
terry.thompson@res.sbcounty.gov  
(909) 387-5282

## Key Personnel Participation:

Jon Hughes, CCM  
Tom Ottenstein  
Lance Solomon  
Jay Helekar, LEED AP



**Project Description:** Griffin is providing program and construction management for landscape improvements at the County's Government Center. Site beautification will improve the campus, as well as conserve water. Existing sod will be removed and replaced with drought tolerant planting and meandering trails. This project is part of a larger improvement project that is broken into four phases, taking place over the next four to five years enhancing the campus landscape, streets, and parking.

# Rancho Cucamonga Sports Center

Rancho Cucamonga, CA

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## Relevancy

- PMCM & Inspection

## Start Date / Completion Date

2017 - 2018

## Project Size / Project Cost

35,000 SF / \$13M

## Client

City of Rancho Cucamonga

## Key Personnel Participation:

Jon Hughes, CCM  
Robert Godfrey, CCM



**Project Description:** Griffin is serving as construction manager for the new 35,000 SF Sports Center. The \$13M project includes two pre-engineered steel structures, one enclosed and one open-air pavilion. The project will feature three indoor, high school regulation-sized basketball courts as well concession and public common areas, a party room, restroom facilities, and administrative office space. The 20,500 SF open-air structure covers three outdoor basketball courts, protecting players and spectators from the sun and heat. The pre-engineered metal building design will result in savings of approximately \$900,000.



# Great Park Sports Complex

Irvine, CA

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## Relevancy

- Orange County Project
- PMCM & Inspection

## Start Date / Completion Date

2016 - Ongoing

## Project Size / Project Cost

280,000 SF / \$108M

## Client

Irvine Ice Foundation  
Bill Foltz, CFO of  
H&S Ventures, LLC  
bfoltz@hsventures.org  
(949) 760-4304

## Key Personnel Participation:

Deryl Robinson, LEED AP  
Tyler Kunnel, CCM, PMP  
Jay Helekar, LEED AP



**Project Description:** As Program and Construction Manager, and Owner's Representative for the new 280,000 SF Great Park Sports Complex, we are providing construction oversight of this 13.5 acre, \$108M project of a new training facility for the Anaheim Ducks NHL hockey team.

The Sports Complex features four indoor ice rinks, three NHL regulation rinks, and one Olympic regulation rink. The main arena will seat 2,500 and have the ability to host a wide variety of sporting and entertainment events. Other features include a sports bar, party rooms, classrooms, and outdoor public spaces and amenities.

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# Building 14 & 16 County of Admin North & South

Orange, CA

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## Relevancy

- Orange County Project
- PMCM & Inspection

## Start Date / Completion Date

2011 - Ongoing

## Project Size / Project Cost

250,000 SF / \$480M

## Client

County of Orange  
Frank Kim, County  
Executive Officer  
frank.kim@ocgov.com  
(714) 834-4304

## Key Personnel Participation:

Deryl Robinson, LEED AP  
Tyler Kunnel, CCM, PMP



**Project Description:** LEED Silver project known as Building 16 is the first phase of a multi-phase master plan. This phase is comprised of a 250,000 SF, six-story office building over two levels of subterranean parking. The tenants will be public works, waste management, treasurer/tax collector, as well as a one-stop shop, providing 'walk up service' to all departments for the County's constituents. The project is estimated to be complete in 2020. Recently approved Building 14 will essentially be a mirror image of Building 16 has just started construction, with expected completion 2021.

#### (4). Experience Working with Various Government Agencies

Incorporated in 1981 in Orange County, with our firm's headquarters located in Irvine, CA, Griffin is intimately familiar with the City of Brea (City) projects, having provided PMCM and Inspection services on numerous projects throughout the years.

Our most recent project for the City was the Brea Parking Structure, a new \$9.2M parking structure off Brea Boulevard, adding much-needed parking for the thriving Brea Downtown.

Not only are we familiar with the local agencies, but we are already experts in the processes and procedures of the City to complete a project of this nature successfully, on budget, with the utmost quality.

#### (5). List of Past Joint Work with Subconsultants

All of our PMCMs are able to perform the services listed in the RFP and will not need the services of subconsultants at this time. If services outside the scope of this on-call are required by the City, Griffin will bring in subconsultants accordingly.

#### (6). References



##### BREA PARKING STRUCTURE

**Tony Olmos**, Public Works Director  
City of Brea

1 Civic & Cultural Center  
Brea, CA 92821

(714) 990-7650

[tonyo@ci.brea.ca.us](mailto:tonyo@ci.brea.ca.us)



##### GREAT PARK SPORTS COMPLEX

**Bill Foltz**, CFO of H&S Ventures, LLC

Irvine Ice Foundation

8000 Great Park Boulevard  
Irvine, CA 92618

(949) 760-4304

[bfoltz@hsventures.org](mailto:bfoltz@hsventures.org)



##### GOVERNMENT CENTER BEAUTIFICATION ON-CALL

**Terry Thompson**, Director of Real Estate  
Count of San Bernardino

385 N. Arrowhead Avenue  
San Bernardino, CA 92415

(909) 387-5282

[terry.thompson@res.sbcounty.gov](mailto:terry.thompson@res.sbcounty.gov)



## b. Proposed Staffing and Project Organization

### (1) & (2). Key Staff Professional Credentials and Brief Resumes



**Jon Hughes, CCM**  
*Project Executive*

#### EDUCATION

Bachelor of Science,  
Philosophy and History,  
Westmont College

#### CERTIFICATION

Certified Construction  
Manager (CCM)

#### YEARS OF EXPERIENCE

27

#### QUALIFICATIONS

Jon's experience and skills with PMCM tools and processes have enabled him to deliver winning results every time. His resume highlights include parks and recreational facilities. His PMCM experience includes pre-construction services, bid review, contract negotiations, safety protocols, site evaluation, quality control, budgetary controls, change order review, materials acquisition, schedule review and enforcement, site staging, off-sites and grading, dry utility installation, inter-contractor coordination, punch list, and turnover.

#### REPRESENTATIVE EXPERIENCE:

- Brea Parking Structure, Brea, CA
- On-Call Professional Construction Services, San Mateo County Parks Department, CA
- Government Center Beautification On-Call, County of San Bernardino, CA
- Marina Park and Community Center, Newport Beach, CA
- The Trust for Public Lands On-Call, Los Angeles, CA
- Rancho Cucamonga Sports Center, Rancho Cucamonga, CA



**Robert Godfrey, CCM**  
*Senior Construction Manager*

#### EDUCATION

Bachelor of Science,  
Management, The Georgia  
Institute of Technology,  
Atlanta

#### CERTIFICATION

Certified Construction  
Manager

#### YEARS OF EXPERIENCE

15+

#### QUALIFICATIONS

Robert brings more than 15 years of combined experience in construction management and planning. As a construction manager, he is involved in all phases of a project's development and construction. Some of his responsibilities includes, but not limited to pre-construction, public/stakeholder outreach, entitlement management, plan check processes, building permit administration, inspection coordination, punch lists generation, and overseeing the project closeout.

#### REPRESENTATIVE EXPERIENCE:

- On-Call Professional Construction Services, San Mateo County Parks Department, CA
- The Trust for Public Lands On-Call, Los Angeles, CA
- Vernola Park Expansion & Community Park, City of Jurupa Valley, CA
- Rancho Cucamonga Sports Center, Rancho Cucamonga, CA
- Quail Hill Community Center at Quail Hill Community Park, Irvine, CA



**Tom Ottenstein**  
*Construction Manager*

**EDUCATION**

Bachelor of Science,  
Mechanical Engineering,  
Western New England  
College, Springfield, MA

**YEARS OF EXPERIENCE**  
29

**QUALIFICATIONS**

With 29 years of PMCM experience, Tom has extensive knowledge in pre-construction and construction processes, as well as the legal premises construction projects are under. His responsibilities encompass the complete project execution, including cost estimation, project bid, contract negotiation, subcontracting, scheduling, obtaining agency approvals, design assistance, and the management of construction managers, superintendents, and field operations personnel.

**REPRESENTATIVE EXPERIENCE:**

- Government Center Beautification On-Call, County of San Bernardino, CA
- Cathedral City Fire Station No. 411, Cathedral City, CA
- Los Angeles Central Jail, Tein Towers Expansion, Los Angeles, CA\*
- Los Angeles Royal Federal Building, Los Angeles, CA\*
- California City Correctional Facility, California City, CA\*

*\*Project prior to joining Griffin Structures*



**Lance Solomon, CCM**  
*Construction Manager*

**CERTIFICATION**

Certified Construction  
Manager (CCM) Pending  
Certificate in Public Works  
Construction Inspection,  
APWA

**YEARS OF EXPERIENCE**  
24+

**QUALIFICATIONS**

Lance has more than 24 years of construction management experience on a wide variety of projects, such as public works, renovation, new construction, public safety, education, parks and recreational facilities, underground utilities, demolition, and stormwater. His expertise includes bid preparation, review, and evaluation, facilitating pre-construction conference meetings, and control document processing such as meeting minutes, progress payments, schedules, change orders, weekly reports, and all federally and state required documents.

**REPRESENTATIVE EXPERIENCE:**

- On-Call Professional Construction Services, San Mateo County Parks Department, CA
- Government Center Beautification On-Call, San Bernardino, CA
- City of Lake Forest, CA
  - » Sports Park with Community/ Recreation Center
- City of Carlsbad, CA
  - » Orion Center & Fleet Maintenance Building Refurbishment
  - » Carlsbad Safety Center

*\*Project prior to joining Griffin Structures*



**Robert Echavarria**  
*Construction Manager*

**EDUCATION**

Bachelor of  
Science, Landscape  
Architecture, California  
Polytechnic University,  
Pomona

**CERTIFICATION**

N/A

**YEARS OF EXPERIENCE**

19

**QUALIFICATIONS**

Robert specializes in managing design and construction management. He has 19 years of experience within the construction management industry. He is knowledgeable in parks and recreational, and sports parks. He is familiar in providing scheduling, construction document review, change order management, maintain progress log, contractor compliance, on-site construction review, weekly meeting minutes and notes, recommendations for Notice of Completion status, and review of contractor as-built drawings.

**REPRESENTATIVE EXPERIENCE:**

- On-Call Professional Construction Services, San Mateo County Parks Department, CA
- The Trust for Public Lands On-Call, Los Angeles, CA
- Hillcrest Parks Renovation & Restoration, Fullerton, CA
- Rialto Sports Complex, Rialto, CA
- Lawndale Rudolph Park, Lawndale, CA
- Hawthorne Bicentennial Park, Hawthorne, CA



**Justin DiRico, CCM, LEED AP**  
*Construction Manager*

**EDUCATION**

Bachelor of Science  
Mechanical Engineering  
United States Merchant  
Marine Academy

**CERTIFICATION**

Certified Construction  
Manager (CCM)

Leadership in Energy and  
Environmental Design Accredited  
Professional (LEED AP)

Occupational Safety and  
Health Administration (OSHA)  
Certified

**YEARS OF EXPERIENCE**

16+

**QUALIFICATIONS**

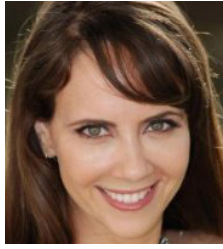
Justin with 16 years of experience is a Certified Construction Manager (CCM), and a Leadership in Energy and Environmental Design Accredited Professional (LEED AP). He has worked on public-private-partnership (P3), libraries, public safety, civic, hotel, retail, K-12 and higher education, hospital, and office facility projects. He has managed design and construction of over 1M SF of building spaces, administered sites requiring demolition, coordination, and construction of as-builts in occupied facilities, and managed budgets as large as \$140M.

**REPRESENTATIVE EXPERIENCE:**

- County of Los Angeles Quartz Hill Library, Quartz Hill, CA
- Orthopedic Hospital Outpatient Clinic, Los Angeles, CA\*
- Buena Park Fire Station No. 61 and Emergency Operations Center, Buena Park, CA
- City of Tustin, CA
  - » Emergency Operations Center & Corporate Yard
  - » Police Department Emergency Operations Center
- Yorba Linda Library and Arts Center, Yorba Linda, CA

*\*Project prior to joining Griffin Structures*





**Sally Armanious**  
*Construction Manager*

#### EDUCATION

Master of Science in Construction Management, University of Southern California

Bachelor of Science in Construction Engineering, The American University, Cairo, Egypt

#### CERTIFICATION

LEED Green Associate, GBCI # 10461316, August 2010

**YEARS OF EXPERIENCE**  
19+

#### QUALIFICATIONS

With over 19 years of experience, Sally has an extensive background in PMCM specializing in planning, design and construction. Her experience includes managing projects and capital programs from \$1M to \$27B ranging in building method and delivery method.

In addition to her building experience, Sally holds a Bachelors and Masters in Construction Management / Engineering which has served as the foundation to her strong understanding of the procedures and protocols in building successful teams and projects.

#### REPRESENTATIVE EXPERIENCE:

- Rialto Frisbie Park Expansion, Rialto, CA
- Veterans Sports Park at Tustin Legacy, Tustin, CA\*
- Los Angeles Unified School District, Jefferson New Elementary School # 1 (Ricardo Lizarraga Elementary School), Los Angeles, CA\*
- Los Angeles Unified School District, South Region Elementary School #3, & Early Education Center #1 (Jaime Escalante Elementary School and EEC), Los Angeles, CA\*

*\*Project prior to joining Griffin Structures*



**Cody Roth**  
*Inspector*

#### EDUCATION

Santa Ana College, Fire Science

Rio Hondo College, Fire Academy

Saddleback college, Various Building Inspector Courses

#### CERTIFICATION

International Code Council B-1 Building Inspection

**YEARS OF EXPERIENCE**  
7

#### QUALIFICATIONS

Cody has a wealth of knowledge stemming from his experience as a public works inspector for multiple municipal agencies throughout his career. He has extensive experience in conducting field inspections ensuring compliance with all pertinent codes, regulations, and plans. His project background includes horizontal infrastructure projects, as well as vertical construction including municipal, commercial, medical, and residential new construction and/or renovation.

#### REPRESENTATIVE EXPERIENCE:

- On-Call Professional Construction Services, San Mateo County Parks Department, CA
- Laguna Beach Village Entrance, Laguna Beach, CA
- City of Tustin, Senior Building Inspector, CA\*
  - » The Village at Tustin Legacy Shopping Center
  - » Tustin Council Chambers
  - » County of Orange Library Restoration
  - » Various infrastructure inspections

*\*Project prior to joining Griffin Structures*



**Dustin Alamo, CCM, LEED AP**  
*Pre-Construction Director*

#### **EDUCATION**

Bachelor of Architecture  
 University of Colorado,  
 Boulder

#### **CERTIFICATION**

Certified Construction  
 Manager (CCM)  
 Leadership in Energy and  
 Environmental Design  
 Accredited Professional (LEED  
 AP)

**YEARS OF EXPERIENCE**  
 13

#### **QUALIFICATIONS**

Dustin brings current space programming, construction management, architectural, and design skills to Griffin's Strategic Planning and Needs Assessment Team. With a formal background in architecture, he is knowledgeable in aspects of design, ranging from the conceptual, schematic, development, and construction phases. He understands the process and skill-set required for developing and building architectural programs, site plans, floor plans, elevations, and technical detailing. Dustin is a LEED accredited professional, and a certified construction manager.

#### **REPRESENTATIVE EXPERIENCE:**

- On-Call Professional Construction Services, San Mateo County Parks Department, CA
- City of Buena Park, CA
  - » Fire Station 61 and Emergency Operations Center
  - » Police Department Headquarters
- City of Tustin, CA
  - » Police Department Emergency Operations Center
  - » Emergency Operations Center & Corporate Yard
- Lake Forest Civic Center Needs Assessment, Lake Forest, CA



**Jay Helekar, LEED AP**  
*Cost Estimator*

#### **EDUCATION**

Construction Management  
 Engineering (3 years), Cal  
 State Long Beach

#### **CERTIFICATION**

Leadership in Energy and  
 Environmental Design  
 Accredited Professional (LEED  
 AP)  
 American Society of Plumbing  
 Engineers, Member (ASPE)

**YEARS OF EXPERIENCE**  
 16+

#### **QUALIFICATIONS**

Jay has more than 16 years of cost estimating experience on a wide variety of public sector projects including renovations, new construction, and design-build projects. He brings a unique perspective on the industry as he has a mixed background of being both a pre-construction manager, and a general contractor. Jay brings creative and expert skills to his work, which includes cost estimating, LEED analysis, value engineering, constructability reviews, master planning, and scheduling. He is LEED AP certified, and a member of ASPE.

#### **REPRESENTATIVE EXPERIENCE:**

- On-Call Professional Construction Services, San Mateo County Parks Department, CA
- Government Center Beautification On-Call, San Bernardino, CA
- Great Park Sports Complex, Irvine, CA
- City of Buena Park, CA
  - » Buena Park Fire Station No. 61 and Emergency Operations Center
  - » Community Center and Park
- Westminster Corporate Yard, Westminster, CA



**Victoria Cleary**  
*Public Outreach*

**EDUCATION**

Master of Public  
Administration, California  
State University,  
Long Beach

Bachelor of Arts, California  
State University, Long Beach  
(journalism)

**YEARS OF EXPERIENCE**

18+

**QUALIFICATIONS**

Victoria has more than 18 years of experience demonstrating broad skills in public outreach. She works with local communities to identify and address coordination issues and to provide guidance in the development of information needed to satisfy comprehensive outreach goals and objectives. Victoria is particularly aware of how the effective use of public information and outreach strategies leads to improved resident and worker safety, minimized traffic delays, and an enhanced neighborhood experience.

**REPRESENTATIVE EXPERIENCE:**

- On-Call Professional Construction Services, San Mateo County Parks Department, CA
- Burlingame Community Center, Burlingame, CA
- Anaheim Convention Center Expansion & Renovation, Anaheim, CA
- Yorba Linda Library and Arts Center, Yorba Linda, CA
- El Centro Library, El Centro, CA
- Hermosa Beach Library Needs Assessment, Hermosa Beach, CA



### (3). Key Personnel to Perform Work

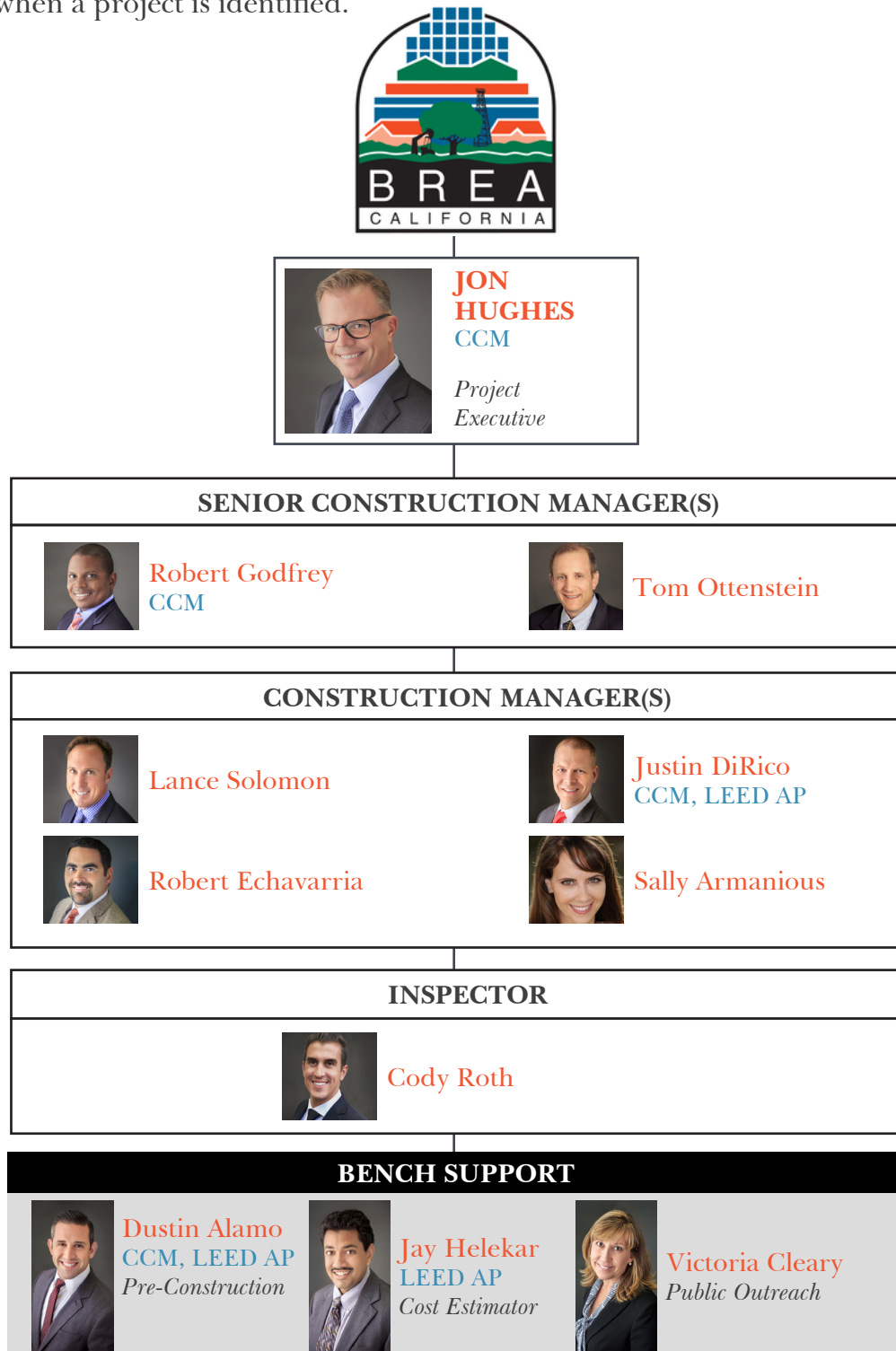
Identified below is our key personnel proposed to perform the work in the specified tasks.

Key Personnel/ Proposed Position	Location	Years with the Firm	Current Assignment / Availability	Availability for City of Brea
<b>Jon Hughes, CCM</b> Project Executive	Irvine, CA	8	Burlingame Community Center / 30%	60%
<b>Robert Godfrey, CCM</b> Sr. Construction Manager	Irvine, CA	9	Rancho Cucamonga Sports Center / 40%	60%
<b>Tom Ottenstein</b> Sr. Construction Manager	Irvine, CA	2	Cathedral City Fire Station No. 411 / 50%	50%
<b>Lance Solomon, CCM</b> Construction Manager	Irvine, CA	7	Carlsbad Safety Center / 40%	60%
<b>Robert Echavarria</b> Construction Manager	Irvine, CA	3.5	Laguna Beach Village Entrance / 60%	40%
<b>Justin DiRico,</b> CCM, LEED AP Construction Manager	Irvine, CA	4	Yorba Linda Cultural Arts Center and Library / 70%	30%
<b>Sally Armanious</b> Construction Manager	Irvine, CA	>1	Rialto Frisbie Park Expansion / 30%	70%
<b>Cody Roth</b> Inspector	Irvine, CA	>1	Laguna Beach Village Entrance / 60%	40%
<b>Dustin Alamo,</b> CCM, LEED AP Pre-Construction	Irvine, CA	10	Irvine Animal Care Center / 20%	70%
<b>Jay Helekar,</b> LEED AP Cost Estimator	Irvine, CA	5	Heritage Surf Museum / 30%	70%
<b>Victoria Cleary</b> Public Outreach	Irvine, CA	4.5	Yorba Linda Cultural Arts Center and Library / 20%	60%



#### (4). Organizational Chart

Provided below is our comprehensive list of PMCMs who will serve on the City’s project(s). *Our designated contact with the City during the project period is our Project Executive Jon Hughes, CCM.* Also listed are our in-house additional resources which can be offered to the City if and when a project is identified.



#### (5). Statement of Availability

Griffin’s key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.



## c. Detailed Work Plan

### (1). Proposed Approach and Work Plan



As an owner's representative, Griffin approaches each project with the perspective of an owner and the insight of a contractor. Based on our unique blend of experience managing and executing renovation and new construction projects, we have the unique ability to provide and enhance services to our clients for their peace of mind.

Like an owner, we approach every project with a viewpoint that it is our money, schedule, and facility being used and developed. With an in depth understanding of technical issues faced by a contractor, we have extensive field experience that guides us with decision making processes out on the field. Together, with these two key components, Griffin provides PMCM services that ensures a successful project delivery of the highest quality.

#### Project Understanding

The City of Brea is anticipating \$15M in capital improvements for FY 18-19, that includes the following project(s): street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements. In anticipation for the upcoming projects, the City is interested in contracting with a consultant to provide construction management and inspection services.

#### Project and Construction Management Approach

With this in mind, we develop an approach to maintain this project to be on time and on budget. Provided below is our methodology on how we would approach this project for a successful delivery.

#### INITIAL ASSESSMENT

Griffin begins every project with a comprehensive Initial Assessment (IA). This assessment provides the City with a fresh perspective on all aspects of the project and allows us to strategically assess the priorities for executing expected services. The IA unfolds in two phases:

##### 1. Phase I: Initial Investigation

We meet with the City to establish the initial key concerns and needs of the project. At times, the design and bid schedule could be in jeopardy, or the key concern could be contractor pre-qualifications. Yet other times, the primary concern could be to establish a comprehensive and succinct budget. Whatever the most pressing issue might be, Griffin will establish a short list of priorities and engage in those key tasks first. Typically, this IA results in the immediate need for one or both of the following tasks:

- a. Establish a refined project schedule, or
- b. Establish a refined project budget

However, should the IA phase unearth other project needs or if the City has a priority list already established, we will adjust our initial task items accordingly.

##### 2. Phase II: Identify Project Objectives

Once the IA and resolution efforts are achieved, Griffin will establish a standard protocol for the entire project team.

We find that clarity and consistency in direction is the single most significant feature of establishing a successful project protocol. To achieve this level of clarity and consistency, Griffin establishes a clear understanding of the City's policies and protocols. Because of our extensive experience in the public sector, we mold our approach to the client. We effectively become an extension of the City's staff. We establish protocols for all aspects of the project by:

- a. Establishing communication channels & policies,
- b. Overseeing document strategies, specifically how information will be communicated to the field,
- c. Identifying key challenges to the project,
- d. Establishing & formalizing action items for respective team members, and
- e. Identifying & reinforcing key project objectives

Together with this two-part approach, we will execute a comprehensive project assessment to serve as the guiding principles for any of the project(s) moving forward. Once the IA period is complete, our approach will employ the following aspects: Communication and Document Control, Schedule Management, Financial Controls, and Quality Assurance.

## **COMMUNICATION AND DOCUMENT CONTROL**

Building on the project objectives identified in the IA, Griffin will begin to establish standardized communication protocols.

### **1. Communication Protocols:**

These protocols are critical and are particularly key to a successful Construction Management. We will establish a clear line of communication

between the team members who will be utilized during the construction process. Working closely with the City, Griffin will identify the proper channels for all communication between the field (contractors and inspectors) and the support staff (design, engineering, and City) to establish seamless communication for the duration of any project(s).

### **2. Document Management:**

Another important aspect is document control. Griffin employs the use of Submittal Exchange for all project document controls. This system is comprehensive, adaptable, straightforward, and easy to use. The system works as follows:

- a. Once project is initiated, the Submittal Exchange team will review the entire specifications and upload all submittal requirements.
- b. Construction manager will then upload all team members.
- c. If used for design, the system can easily adapt to carry all necessary documents, and document flow.
- d. Once under contract, the General Contractor will be integrated into the system. Specifications for inclusion in the bid documents will be provided, requiring Contractor compliance.
- e. All RFIs, submittals, ASIs, CCDs, Deltas, daily reports, project photos, SWPPP reports, schedules, and closeout documents will have a unique tab for cloud storage.
- f. Documents that require a review flow will have associated links that clearly identify who is on task.

- g. Upon final closeout, all documents will be consolidated into a single digital file that is easily searchable for future needs. All As-Builts, O&Ms and Warranties will be included, as well as progress documentation.

By utilizing this cloud-based format, Griffin is able to establish a single document portal that saves and manages all project documents. This cloud-based system as a single source for document control provides clear and consistent communication to the field, ensuring comprehensive document coordination, protection against claims, accelerates the construction schedule by streamlining communications, and ultimately saving the entire project significant costs by eliminating printing and shipping, and improving efficiency.

For further information on Submittal Exchange see: <http://www2.submittalexchange.com/public>

## **SCHEDULE MANAGEMENT**

As with communication and document control, schedule management and efficient construction production relies on multiple factors, for which Griffin has an established protocol. We begin by producing a comprehensive master project schedule. This schedule will include all aspects of the project, including, but not limited to:

- a. Design iterations
- b. Design review times
- c. Permitting phases
- d. Contractor pre-qualification (if desired)
- e. Bidding
- f. Contracts and insurance
- g. Phases of construction

- h. City installations
- i. Utility connections
- j. City IT installations
- k. Punch List
- l. Commissioning
- m. Contingency

This initial schedule will serve as the basis for establishing the overall construction duration that will be incorporated into the bid documents. Naturally, we will incorporate the input of all team members in that regard.

Once a contractor is on board, Griffin will require that they produce a comprehensive construction schedule that incorporates all the elements that occur during construction and demonstrates a clear and logical critical path. Based upon our extensive construction experience, we will determine if the contractor has a good understanding of the project that is both realistic and achievable.

Phasing Analysis is also critical to a successful project schedule. This process entails understanding the key components of the project, the City's concerns, neighborhood sentiment, traffic issues, and protection of existing facilities. Each of these aspects need to be considered and reviewed with regard to the schedule to ensure that the project can achieve the overall objectives.

Griffin will then provide strict communication protocols to ensure questions are answered, submittals are reviewed, submission for deferred permits and requests for inspections are all processed in an efficient and timely manner.

To prevent the City and the project to suffer from contractor failure, if it should so happen, corrective measure will be implemented. Griffin will employ

a comprehensive field experience and construction understanding to provide solutions to any schedule failures, maintaining the overall objectives of the project, and protect the City's investment. By these methods, we will be able to maintain the project schedule and expedite the productivity as needed.

## FINANCIAL CONTROLS



Key to the success of any project, is the effective management of financial controls. Griffin has extensive experience in financial controls and in employing those controls for the successful execution of public projects.

### 1. Change Management

Construction projects are inherently iterative operations. Since they require multiple efforts and the coordination of tasks concurrently, managing the discovery and correctly identifying changes is particularly challenging. Accordingly, we will review and address all possible changes in the following manner:

- a. The first component in correctly addressing possible changes in scope and cost is to know what is and is not a real change. Based upon our significant experience in public projects, we will perform a comprehensive analysis of the issue

at hand and determine if a change has in fact occurred. Key to this effort is a detailed understanding of the Design Documents that was provided to the Contractor. We will go to great lengths to provide insight in the final development of the Design Documents, as well as a firm interpretation of those documents to preserve the City's interests and comply with prudent budgetary constraints. Key to this analysis is our enhanced understanding of contracts and scope to determine whether the issue is already covered under the existing scope

- b. If a change is in fact necessary, we will seek to execute this change in a manner that results in a no-cost solution to the City. This may involve proposing materials and/or methods that are comparable in scope to the original intent, thus allowing for solutions that do not compromise quality, schedule, or cost.
- c. If such an option is not possible, or if unforeseen conditions materialize that result in a true change to the cost of the project, Griffin will perform a detailed analysis of the best form of execution. This may take the form of a hard estimate for the proposed change, or if in fact a T&M execution is in the best interests of the project. Yet another option is to utilize a T&M/ Not To Exceed method which allows for execution of a proposed change while putting a ceiling on the final costs of the change.
- d. Finally, any change that is officially recognized will undergo a detailed examination of costs including but not limited to: materials back up, labor analysis, labor rate analysis, detailed

subcontractor back-up, time impacts, and a unit cost comparison based on industry trends.

## 2. Invoicing

Griffin is keenly aware of the importance of maintaining financial controls over the invoicing process. Accordingly, we will establish a methodical approach to reviewing invoices by executing the following:

- a. Establishing a very detailed Schedule of Values that breaks out both labor and materials for each trade and spec section.
- b. Reviewing all invoices for consistency with improvements installed in the field.
- c. Investigating the Contractors payment policies to subcontractors to avoid issues of non-payment.
- d. Evaluating subcontractor performance to anticipate potential bankruptcies of subcontractors who are not adequately solvent to perform on the job

Together, with these tools, we will provide financial protection of the client to avoid production challenges, protect the City's resources against overpayment, and ensure a proper accounting of the health of the project.

## 3. Claim Mitigation and Avoidance

Of particular importance to the health of a project is claims management. The most effective way to mitigate claims is to avoid them altogether. This seems obvious but is in fact the most challenging aspect of managing a successful project. To avoid claims, we follow a few key principles:

- **Clarity Equals Enforceability.** If the direction is clear, the drawings and specifications consistent, and the direction to the field in line with these documents, then there is little to no chance of a future claim.

- **When Everyone Succeeds, the City Succeeds.** This is a critical concept that many professionals do not grasp or pursue. Claims arise out of a need to mitigate against risk or loss. Avoiding risk for all parties lowers the likelihood of claims.

- **Commitment to Value.** Despite the efforts above, sometimes mishaps occur. A submittal may get submitted and approved incorrectly. A material specification may be discontinued, and its replacement is three times the cost. Drawings may not clearly identify the total scope of work. In instances like these, clear commitment to value rules the process. In each of the instances, Griffin navigates and resolves the issues in a manner that provides value to the City (i.e. little or no cost increase), continued progress (timely decisions that do not delay the schedule), and creative architectural solutions (maintaining the overall quality of the finished product). By having a balanced understanding of all the aspects of value to the project Griffin mitigates the conditions that often result in claims.

- **Clear Documentation and Legal Understanding.** Despite all of the above, sometimes claims do arise. The key defense against these occurrences is clear documentation, and a comprehensive understanding of the contract and contract code. Griffin Structures employs elite construction management professionals who have extensive understanding in contracts and contract code and employs a sophisticated and comprehensive document management system that ensures claims can be mitigated when unavoidable. A more detailed description of our document management system is provided below.



## QUALITY CONTROLS AND OBSERVATION

### 1. Regular Inspections

Griffin construction managers are inherently construction inspectors. By utilizing our keen understanding of all aspects of construction, our construction manager will perform regular inspections of all aspects of the project on a daily basis. We will review material deliveries, material types, installation methods, finished installations in comparison to contract documents, and construction code adherence.

Additionally, we will coordinate the timely execution of all specialty inspections including but limited to: geotechnical, building dept., special inspections, and materials testing, to ensure the City receives the highest level of quality and consistency with the plans and specifications as well as all standards and practices.

### 2. Photography and Technology

Griffin utilizes multiple forms of photography and technology to enforce the quality of the construction process. Accordingly, we will perform the following:

- **Video Tape Existing Conditions.** Before a contractor begins construction, we will perform a detailed video surveillance of the entire site and the surrounding site to ensure there is no damage to the existing infrastructure and to mitigate against any potential future claims.

- **Daily Photography.** Griffin will photograph the progress of the job on a daily basis. This will serve as a record of the project throughout the duration of the job, as well as serve as a vehicle for resolving issues.
- **Bluebeam Technology.** Griffin employs the use of Bluebeam technology to facilitate the communication of challenges in the field for their quick resolution and documentation.
- **BIM Technology.** Griffin has extensive experience in the deployment and management of Building Integration Modeling to adequately identify and resolve issues that are discovered through this medium.

### 3. Field Observation Reports

On a weekly basis, we will employ the use of our Field Observation Report. Typically updated and presented at the weekly meeting, we will track all issues and observations identified by the Construction Management as well as the entire project team (design team, City, operations staff etc.) and track them on this log. The log will identify the issue, the date it was observed, a photograph of the issue, and a resolution description once the item has been closed. In effect, this log serves as a running punch list of all issues identified, and thereby addresses these issues in a timely manner.

## (2). Managing Resources, Quality Assurance, Budget, & Schedule Control

All of our PMCMs are able to perform most if not all the services listed in the RFP and will not need the services of sub-consultants at this time. If services outside the scope of this on-call are required by the City, Griffin will bring in sub-consultants accordingly. **See above for our management processes for our methods to ensure quality, budget, and schedule control.**

## d. Exceptions/Deviations

After a careful review, Griffin Structures, Inc. would like to make the following ‘contractual’ exceptions and/or deviations from **Section IV - Professional Services Agreement** in the following section(s):

**8. Insurance:** The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

(a) Compensation insurance: Before beginning work, the CONSULTANT shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees ~~and agents~~.

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

(2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys ~~and agents~~, and any other parties, ~~including subcontractors~~, specified by CITY to be included;

(6) Contain a clause substantially in the following words:

“It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation ~~or reduction~~ of coverage as evidenced by receipt of ~~a registered~~ letter.”

**9. Indemnification:** Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, ~~defend~~ and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, ~~including reasonable attorney's fees and costs~~ to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.





### 3. Fee Proposal

Provided below is our hourly billing rates for our proposed team, along with additional resources if needed.

GRIFFIN STRUCTURES, INC.	
2019 Staff Rate Schedule	
Position	Hourly Billing Rates
Principal-in-Charge	\$225.00
CFO & Financial	\$210.00
Vice President, Director of Operations	\$205.00
Project Executive	\$195.00
Sr. Construction Manager	\$185.00
Construction Manager	\$175.00
Planning / Needs Assessment	\$170.00
Community Outreach	\$170.00
Assistant Construction Manager	\$165.00
Estimator / Scheduler	\$165.00
Inspector	\$160.00
Administration	\$95.00

*\*These rates shall escalate on January 1, 2020 and each year thereafter 3% per annually.*





## 4. Appendices

Not Applicable





Southern California Office  
2 Technology Drive, Suite 150  
Irvine, CA 92618  
(949) 497-9000

Northern California Office  
1850 Warburton Avenue, Suite 120  
Santa Clara, CA 95050  
(408) 955-0431

## **SECTION IV**

# **PROFESSIONAL SERVICES AGREEMENT**

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated **July 16, 2019** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City") and **Willdan Engineering**, a California Corporation ("Consultant").

### RECITALS

A. City has issued a Request for Proposal pertaining to the performance of the following professional services: construction management and inspection services for various capital improvement and private development projects on an "as-needed" basis. A full, true and correct copy of such solicitation is attached as Exhibit A.

B. Consultant has submitted a proposal for the performance of such services. A full, true and correct copy of such proposal is attached as Exhibit B.

C. The parties have executed this Agreement to provide for Consultant's performance of such services on City's behalf.

**NOW, THEREFORE**, the parties agree as follows:

1. **Definitions**: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) **Tasks**: Professional services as described in Exhibit A including (i) preparation of plans, maps, reports, and documents (collectively, "documents"); and (ii) presentation, both oral and in writing, of such documents to City as required.

(b) **Services**: Such professional services as are necessary to be performed by Consultant in order to complete the assigned Tasks. Consultant will provide services on an "as-needed" (on-call) basis for projects to be determined during the term of this Agreement.



(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, documents, meetings and oral presentations regarding the completion of Tasks as set forth in Exhibits A.

2. Term:

(a) Base Term: This Agreement is effective as of **July 16, 2019** and shall remain in full force and effect until **July 15, 2020** unless earlier extended pursuant to paragraph (b) or (c) of this Section, or unless terminated pursuant to Section 8 below.

(b) Extension Options: City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, City shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

(c) Unfinished Tasks: If one or more Tasks will remain unfinished at the expiration of this Agreement, then, at City's sole discretion, the term of this Agreement may be extended to allow Consultant to complete such Task(s).

3. Consultant Responsibilities:

(a) Consultant shall undertake and complete the assigned Tasks in accordance with Exhibit A and applicable laws, all to the reasonable satisfaction of City.

(b) Consultant shall supply copies of all documents. Including all supplemental technical documents, in accordance with Exhibit A. City may thereafter review and forward to Consultant comments regarding such documents and Consultant shall thereafter make such revisions to such documents as are deemed necessary. City shall receive revised documents in such form and in the quantities determined necessary by City.

(c) Consultant shall, at its sole cost and expense, secure and hire such other persons as may, in the opinion of Consultant, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by Consultant, Consultant warrants that such persons shall be fully qualified to perform the services. Consultant further agrees that no subcontractor shall be retained by Consultant except as may otherwise be set forth in Exhibit B and upon the prior written approval of City.

4. Compensation:

(a) City shall pay Consultant pursuant to the provisions of Exhibit B for services performed pursuant to this Agreement. Such sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Consultant, except as may otherwise be set forth in Exhibit B.

(b) Payments to Consultant shall be made by City in accordance with the invoices submitted by Consultant, on a monthly basis, and such invoices shall be paid within a reasonable time after receipt by City. All charges shall be in accordance with Consultant's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by City.

(c) Consultant agrees that, in no event, shall City be required to pay to Consultant any sum in excess of 95% of the maximum payable hereunder prior to receipt by City of all final documents. Final payment shall be made not later than 60 days after presentation of final documents and acceptance by City.

(d) Additional services: Payments for additional services, requested in writing by City and not included in Consultant's proposal, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in Exhibit B. Charges for additional services shall

be invoiced on a monthly basis and shall be paid by City within a reasonable time after invoices are received by City.

5. Annual Compensation Limit:

(a) Base Term Limit: Except as provided in paragraphs (b) and (c) below, in no event shall Consultant, or any person claiming by or through Consultant, be paid an aggregate amount in excess of three hundred thousand dollars (\$300,000) during the base term of this Agreement.

(b) Extension Period Limit: If City exercises an extension option, then the annual compensation limit for that extension period shall be three hundred thousand dollars (\$300,000.00) plus any unspent allocation for each of the two prior years of the term. For purposes of this paragraph, "unspent allocation" means the difference between three hundred thousand dollars (\$300,000) and the aggregate amount of City's payments to Consultant for an annual period.

(c) Developer-Reimbursed Cost Exclusion: Developer-reimbursed costs associated with Tasks performed for private development projects are not subject to the annual compensation limit and shall not be considered in any calculation of unspent allocation.

6. City Responsibilities: City shall provide to Consultant:

(a) Information and assistance as set forth in Exhibit A.

(b) Photographically reproducible copies of maps and other information, if available, which Consultant considers necessary in order to complete the Tasks.

(c) Such information as is generally available from City files applicable to the Tasks.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Consultant's responsibility to make all initial contact with respect to the gathering of such information.

7. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Agreement shall be considered the property of City and, upon payment for services performed by Consultant, such documents and other identified materials shall be delivered to City by Consultant. Consultant may, however, make and retain copies of such documents and materials as Consultant may desire.

8. Termination: If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause. City may terminate this Agreement for convenience upon 15 days prior written notice to Consultant. Consultant shall not be compensated for any work performed after City's issuance of a Notice of Termination. Consultant shall provide to City any and all documents, whether in draft or final form, prepared by Consultant as of the date of termination. Consultant may not terminate this Agreement except for cause.

9. Notices and Designated Representatives: Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from

time to time, designate in writing. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Michael S. Ho, P.E.  
Deputy Director of Public Works/City Engineer  
1 Civic Center Circle  
Brea, CA 92821  
[michaelh@ci.brea.ca.us](mailto:michaelh@ci.brea.ca.us)

CONSULTANT REPRESENTATIVE

Chris Baca, RCI, CESSWI  
Dir. of Const. Mang. and Insp. Ser.  
2401 E. Katella Avenue, Suite 300  
Anaheim, CA 92806  
[cbaca@willdan.com](mailto:cbaca@willdan.com)

10. Insurance: Consultant shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City, nor shall Consultant allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Consultant shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

(a) Compensation insurance: Before beginning work, Consultant shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Consultant may employ directly or through subcontractors in carrying out the services, in accordance with the laws of the State of California. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Consultant, by executing this Agreement, certifies as follows:

"I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers' compensation or



to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.”

(b) For all operations of Consultant or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the Consultant in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by Consultant in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of Consultant in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to City and shall further be subject to the provisions of subsections (2) and (6) of paragraph (c) of this Section. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of services on City’s behalf until three years after the date the services are accepted as completed. Coverage for the post-completion period may be provided by

renewal or replacement of the policy for each of the three years or by a three-year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of services on behalf of City. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

(5) Other required insurance, endorsements or exclusions as required by Exhibit A.

(6) The policies of insurance required in this Section shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

(2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to City.

(d) Prior to commencing performance under this Agreement, Consultant shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be

signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Consultant commences performance. If performance of this Agreement shall extend beyond one year, then Consultant shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

11. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold City, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by Consultant (or any individual or entity that Consultant shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of Consultant.

In addition to the foregoing, Consultant shall indemnify, defend and hold harmless City and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of Consultant (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

12. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by Consultant without the prior written consent of City.

13. Damages: In the event that Consultant fails to submit to City the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time set forth herein, or as may be extended by written consent of the parties, Consultant shall pay to City, as liquidated damages and not as a penalty, the sum of \_\_\_N/A\_\_\_ dollars (\$000.00) per day for each day Consultant is in default unless the default is caused by City or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions. Consultant acknowledges that such sum represents a reasonable endeavor by the parties to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by Consultant.

14. Independent Contractor: The parties agree that Consultant and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of City.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.



17. Exhibits. The attached Exhibits A and B are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by both parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

**[Consultant name]**

\_\_\_\_\_  
☐ Chairperson ☐ President ☐ Vice President

\_\_\_\_\_  
☐ Secretary ☐ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

**City of Brea**

\_\_\_\_\_  
Mayor

## **SECTION IV**

# **PROFESSIONAL SERVICES AGREEMENT**

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated **July 16, 2019** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City") and **Onward Engineering**, a California Corporation ("Consultant").

### RECITALS

A. City has issued a Request for Proposal pertaining to the performance of the following professional services: construction management and inspection services for various capital improvement and private development projects on an "as-needed" basis. A full, true and correct copy of such solicitation is attached as Exhibit A.

B. Consultant has submitted a proposal for the performance of such services. A full, true and correct copy of such proposal is attached as Exhibit B.

C. The parties have executed this Agreement to provide for Consultant's performance of such services on City's behalf.

**NOW, THEREFORE**, the parties agree as follows:

1. **Definitions**: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) **Tasks**: Professional services as described in Exhibit A including (i) preparation of plans, maps, reports, and documents (collectively, "documents"); and (ii) presentation, both oral and in writing, of such documents to City as required.

(b) **Services**: Such professional services as are necessary to be performed by Consultant in order to complete the assigned Tasks. Consultant will provide services on an "as-needed" (on-call) basis for projects to be determined during the term of this Agreement.

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, documents, meetings and oral presentations regarding the completion of Tasks as set forth in Exhibits A.

2. Term:

(a) Base Term: This Agreement is effective as of **July 16, 2019** and shall remain in full force and effect until **July 15, 2020** unless earlier extended pursuant to paragraph (b) or (c) of this Section, or unless terminated pursuant to Section 8 below.

(b) Extension Options: City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, City shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

(c) Unfinished Tasks: If one or more Tasks will remain unfinished at the expiration of this Agreement, then, at City's sole discretion, the term of this Agreement may be extended to allow Consultant to complete such Task(s).

3. Consultant Responsibilities:

(a) Consultant shall undertake and complete the assigned Tasks in accordance with Exhibit A and applicable laws, all to the reasonable satisfaction of City.

(b) Consultant shall supply copies of all documents. Including all supplemental technical documents, in accordance with Exhibit A. City may thereafter review and forward to Consultant comments regarding such documents and Consultant shall thereafter make such revisions to such documents as are deemed necessary. City shall receive revised documents in such form and in the quantities determined necessary by City.



(c) Consultant shall, at its sole cost and expense, secure and hire such other persons as may, in the opinion of Consultant, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by Consultant, Consultant warrants that such persons shall be fully qualified to perform the services. Consultant further agrees that no subcontractor shall be retained by Consultant except as may otherwise be set forth in Exhibit B and upon the prior written approval of City.

4. Compensation:

(a) City shall pay Consultant pursuant to the provisions of Exhibit B for services performed pursuant to this Agreement. Such sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Consultant, except as may otherwise be set forth in Exhibit B.

(b) Payments to Consultant shall be made by City in accordance with the invoices submitted by Consultant, on a monthly basis, and such invoices shall be paid within a reasonable time after receipt by City. All charges shall be in accordance with Consultant's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by City.

(c) Consultant agrees that, in no event, shall City be required to pay to Consultant any sum in excess of 95% of the maximum payable hereunder prior to receipt by City of all final documents. Final payment shall be made not later than 60 days after presentation of final documents and acceptance by City.

(d) Additional services: Payments for additional services, requested in writing by City and not included in Consultant's proposal, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in Exhibit B. Charges for additional services shall

be invoiced on a monthly basis and shall be paid by City within a reasonable time after invoices are received by City.

5. Annual Compensation Limit:

(a) Base Term Limit: Except as provided in paragraphs (b) and (c) below, in no event shall Consultant, or any person claiming by or through Consultant, be paid an aggregate amount in excess of three hundred thousand dollars (\$300,000) during the base term of this Agreement.

(b) Extension Period Limit: If City exercises an extension option, then the annual compensation limit for that extension period shall be three hundred thousand dollars (\$300,000.00) plus any unspent allocation for each of the two prior years of the term. For purposes of this paragraph, "unspent allocation" means the difference between three hundred thousand dollars (\$300,000) and the aggregate amount of City's payments to Consultant for an annual period.

(c) Developer-Reimbursed Cost Exclusion: Developer-reimbursed costs associated with Tasks performed for private development projects are not subject to the annual compensation limit and shall not be considered in any calculation of unspent allocation.

6. City Responsibilities: City shall provide to Consultant:

(a) Information and assistance as set forth in Exhibit A.

(b) Photographically reproducible copies of maps and other information, if available, which Consultant considers necessary in order to complete the Tasks.

(c) Such information as is generally available from City files applicable to the Tasks.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Consultant's responsibility to make all initial contact with respect to the gathering of such information.

7. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Agreement shall be considered the property of City and, upon payment for services performed by Consultant, such documents and other identified materials shall be delivered to City by Consultant. Consultant may, however, make and retain copies of such documents and materials as Consultant may desire.

8. Termination: If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause. City may terminate this Agreement for convenience upon 15 days prior written notice to Consultant. Consultant shall not be compensated for any work performed after City's issuance of a Notice of Termination. Consultant shall provide to City any and all documents, whether in draft or final form, prepared by Consultant as of the date of termination. Consultant may not terminate this Agreement except for cause.

9. Notices and Designated Representatives: Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from

time to time, designate in writing. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Michael S. Ho, P.E.  
Deputy Director of Public Works/City Engineer  
1 Civic Center Circle  
Brea, CA 92821  
[michaelh@ci.brea.ca.us](mailto:michaelh@ci.brea.ca.us)

CONSULTANT REPRESENTATIVE

Majdi Ataya, P.E.  
President  
300 S. Harbor Blvd., Suite 814  
Anaheim, CA 92803  
(714) 533-3050

10. Insurance: Consultant shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City, nor shall Consultant allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Consultant shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

(a) Compensation insurance: Before beginning work, Consultant shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Consultant may employ directly or through subcontractors in carrying out the services, in accordance with the laws of the State of California. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Consultant, by executing this Agreement, certifies as follows:

"I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers' compensation or

to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.”

(b) For all operations of Consultant or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the Consultant in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by Consultant in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of Consultant in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to City and shall further be subject to the provisions of subsections (2) and (6) of paragraph (c) of this Section. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of services on City’s behalf until three years after the date the services are accepted as completed. Coverage for the post-completion period may be provided by



renewal or replacement of the policy for each of the three years or by a three-year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of services on behalf of City. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

(5) Other required insurance, endorsements or exclusions as required by Exhibit A.

(6) The policies of insurance required in this Section shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

(2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to City.

(d) Prior to commencing performance under this Agreement, Consultant shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be

signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Consultant commences performance. If performance of this Agreement shall extend beyond one year, then Consultant shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

11. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold City, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by Consultant (or any individual or entity that Consultant shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of Consultant.

In addition to the foregoing, Consultant shall indemnify, defend and hold harmless City and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of Consultant (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

12. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by Consultant without the prior written consent of City.

13. Damages: In the event that Consultant fails to submit to City the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time set forth herein, or as may be extended by written consent of the parties, Consultant shall pay to City, as liquidated damages and not as a penalty, the sum of \_\_\_N/A\_\_\_ dollars (\$000.00) per day for each day Consultant is in default unless the default is caused by City or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions. Consultant acknowledges that such sum represents a reasonable endeavor by the parties to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by Consultant.

14. Independent Contractor: The parties agree that Consultant and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of City.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

17. Exhibits. The attached Exhibits A and B are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by both parties.

**[SIGNATURES ON FOLLOWING PAGE]**



**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

**[Consultant name]**

\_\_\_\_\_  
☐ Chairperson ☐ President ☐ Vice President

\_\_\_\_\_  
☐ Secretary ☐ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

**City of Brea**

\_\_\_\_\_  
Mayor

## **SECTION IV**

# **PROFESSIONAL SERVICES AGREEMENT**

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated **July 16, 2019** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City") and **Local Agency Engineering Associates, Inc. dba LAE Associates, Inc.**, a California Corporation ("Consultant").

### RECITALS

A. City has issued a Request for Proposal pertaining to the performance of the following professional services: construction management and inspection services for various capital improvement and private development projects on an "as-needed" basis. A full, true and correct copy of such solicitation is attached as Exhibit A.

B. Consultant has submitted a proposal for the performance of such services. A full, true and correct copy of such proposal is attached as Exhibit B.

C. The parties have executed this Agreement to provide for Consultant's performance of such services on City's behalf.

**NOW, THEREFORE**, the parties agree as follows:

1. **Definitions**: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) **Tasks**: Professional services as described in Exhibit A including (i) preparation of plans, maps, reports, and documents (collectively, "documents"); and (ii) presentation, both oral and in writing, of such documents to City as required.

(b) **Services**: Such professional services as are necessary to be performed by Consultant in order to complete the assigned Tasks. Consultant will provide services on an "as-needed" (on-call) basis for projects to be determined during the term of this Agreement.

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, documents, meetings and oral presentations regarding the completion of Tasks as set forth in Exhibits A.

2. Term:

(a) Base Term: This Agreement is effective as of **July 16, 2019** and shall remain in full force and effect until **July 15, 2020** unless earlier extended pursuant to paragraph (b) or (c) of this Section, or unless terminated pursuant to Section 8 below.

(b) Extension Options: City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, City shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

(c) Unfinished Tasks: If one or more Tasks will remain unfinished at the expiration of this Agreement, then, at City's sole discretion, the term of this Agreement may be extended to allow Consultant to complete such Task(s).

3. Consultant Responsibilities:

(a) Consultant shall undertake and complete the assigned Tasks in accordance with Exhibit A and applicable laws, all to the reasonable satisfaction of City.

(b) Consultant shall supply copies of all documents. Including all supplemental technical documents, in accordance with Exhibit A. City may thereafter review and forward to Consultant comments regarding such documents and Consultant shall thereafter make such revisions to such documents as are deemed necessary. City shall receive revised documents in such form and in the quantities determined necessary by City.

(c) Consultant shall, at its sole cost and expense, secure and hire such other persons as may, in the opinion of Consultant, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by Consultant, Consultant warrants that such persons shall be fully qualified to perform the services. Consultant further agrees that no subcontractor shall be retained by Consultant except as may otherwise be set forth in Exhibit B and upon the prior written approval of City.

4. Compensation:

(a) City shall pay Consultant pursuant to the provisions of Exhibit B for services performed pursuant to this Agreement. Such sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Consultant, except as may otherwise be set forth in Exhibit B.

(b) Payments to Consultant shall be made by City in accordance with the invoices submitted by Consultant, on a monthly basis, and such invoices shall be paid within a reasonable time after receipt by City. All charges shall be in accordance with Consultant's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by City.

(c) Consultant agrees that, in no event, shall City be required to pay to Consultant any sum in excess of 95% of the maximum payable hereunder prior to receipt by City of all final documents. Final payment shall be made not later than 60 days after presentation of final documents and acceptance by City.

(d) Additional services: Payments for additional services, requested in writing by City and not included in Consultant's proposal, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in Exhibit B. Charges for additional services shall



be invoiced on a monthly basis and shall be paid by City within a reasonable time after invoices are received by City.

5. Annual Compensation Limit:

(a) Base Term Limit: Except as provided in paragraphs (b) and (c) below, in no event shall Consultant, or any person claiming by or through Consultant, be paid an aggregate amount in excess of three hundred thousand dollars (\$300,000) during the base term of this Agreement.

(b) Extension Period Limit: If City exercises an extension option, then the annual compensation limit for that extension period shall be three hundred thousand dollars (\$300,000.00) plus any unspent allocation for each of the two prior years of the term. For purposes of this paragraph, "unspent allocation" means the difference between three hundred thousand dollars (\$300,000) and the aggregate amount of City's payments to Consultant for an annual period.

(c) Developer-Reimbursed Cost Exclusion: Developer-reimbursed costs associated with Tasks performed for private development projects are not subject to the annual compensation limit and shall not be considered in any calculation of unspent allocation.

6. City Responsibilities: City shall provide to Consultant:

(a) Information and assistance as set forth in Exhibit A.

(b) Photographically reproducible copies of maps and other information, if available, which Consultant considers necessary in order to complete the Tasks.

(c) Such information as is generally available from City files applicable to the Tasks.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Consultant's responsibility to make all initial contact with respect to the gathering of such information.

7. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Agreement shall be considered the property of City and, upon payment for services performed by Consultant, such documents and other identified materials shall be delivered to City by Consultant. Consultant may, however, make and retain copies of such documents and materials as Consultant may desire.

8. Termination: If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause. City may terminate this Agreement for convenience upon 15 days prior written notice to Consultant. Consultant shall not be compensated for any work performed after City's issuance of a Notice of Termination. Consultant shall provide to City any and all documents, whether in draft or final form, prepared by Consultant as of the date of termination. Consultant may not terminate this Agreement except for cause.

9. Notices and Designated Representatives: Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from

time to time, designate in writing. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Michael S. Ho, P.E.  
Deputy Director of Public Works/City Engineer  
1 Civic Center Circle  
Brea, CA 92821  
[michaelh@ci.brea.ca.us](mailto:michaelh@ci.brea.ca.us)

CONSULTANT REPRESENTATIVE

Fred Alamolhoda, P.E.  
President  
650 North Rose Drive, #182  
Placentia, CA 92870  
[freda@laeassociates.com](mailto:freda@laeassociates.com)

10. Insurance: Consultant shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City, nor shall Consultant allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Consultant shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

(a) Compensation insurance: Before beginning work, Consultant shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Consultant may employ directly or through subcontractors in carrying out the services, in accordance with the laws of the State of California. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Consultant, by executing this Agreement, certifies as follows:

"I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers' compensation or

to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.”

(b) For all operations of Consultant or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the Consultant in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by Consultant in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of Consultant in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to City and shall further be subject to the provisions of subsections (2) and (6) of paragraph (c) of this Section. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of services on City’s behalf until three years after the date the services are accepted as completed. Coverage for the post-completion period may be provided by

renewal or replacement of the policy for each of the three years or by a three-year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of services on behalf of City. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

(5) Other required insurance, endorsements or exclusions as required by Exhibit A.

(6) The policies of insurance required in this Section shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

(2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;



(3) Name as additional insureds City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to City.

(d) Prior to commencing performance under this Agreement, Consultant shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be

signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Consultant commences performance. If performance of this Agreement shall extend beyond one year, then Consultant shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

11. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold City, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by Consultant (or any individual or entity that Consultant shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of Consultant.

In addition to the foregoing, Consultant shall indemnify, defend and hold harmless City and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of Consultant (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

12. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by Consultant without the prior written consent of City.

13. Damages: In the event that Consultant fails to submit to City the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time set forth herein, or as may be extended by written consent of the parties, Consultant shall pay to City, as liquidated damages and not as a penalty, the sum of \_\_\_N/A\_\_\_ dollars (\$000.00) per day for each day Consultant is in default unless the default is caused by City or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions. Consultant acknowledges that such sum represents a reasonable endeavor by the parties to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by Consultant.

14. Independent Contractor: The parties agree that Consultant and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of City.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

17. Exhibits. The attached Exhibits A and B are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by both parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

**[Consultant name]**

\_\_\_\_\_  
☐ Chairperson ☐ President ☐ Vice President

\_\_\_\_\_  
☐ Secretary ☐ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

**City of Brea**

\_\_\_\_\_  
Mayor



## **SECTION IV**

# **PROFESSIONAL SERVICES AGREEMENT**

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated **July 16, 2019** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City") and **Interwest Consulting Group**, a California Corporation ("Consultant").

### RECITALS

A. City has issued a Request for Proposal pertaining to the performance of the following professional services: construction management and inspection services for various capital improvement and private development projects on an "as-needed" basis. A full, true and correct copy of such solicitation is attached as Exhibit A.

B. Consultant has submitted a proposal for the performance of such services. A full, true and correct copy of such proposal is attached as Exhibit B.

C. The parties have executed this Agreement to provide for Consultant's performance of such services on City's behalf.

**NOW, THEREFORE**, the parties agree as follows:

1. **Definitions**: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) **Tasks**: Professional services as described in Exhibit A including (i) preparation of plans, maps, reports, and documents (collectively, "documents"); and (ii) presentation, both oral and in writing, of such documents to City as required.

(b) **Services**: Such professional services as are necessary to be performed by Consultant in order to complete the assigned Tasks. Consultant will provide services on an "as-needed" (on-call) basis for projects to be determined during the term of this Agreement.

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, documents, meetings and oral presentations regarding the completion of Tasks as set forth in Exhibits A.

2. Term:

(a) Base Term: This Agreement is effective as of **July 16, 2019** and shall remain in full force and effect until **July 15, 2020** unless earlier extended pursuant to paragraph (b) or (c) of this Section, or unless terminated pursuant to Section 8 below.

(b) Extension Options: City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, City shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

(c) Unfinished Tasks: If one or more Tasks will remain unfinished at the expiration of this Agreement, then, at City's sole discretion, the term of this Agreement may be extended to allow Consultant to complete such Task(s).

3. Consultant Responsibilities:

(a) Consultant shall undertake and complete the assigned Tasks in accordance with Exhibit A and applicable laws, all to the reasonable satisfaction of City.

(b) Consultant shall supply copies of all documents. Including all supplemental technical documents, in accordance with Exhibit A. City may thereafter review and forward to Consultant comments regarding such documents and Consultant shall thereafter make such revisions to such documents as are deemed necessary. City shall receive revised documents in such form and in the quantities determined necessary by City.

(c) Consultant shall, at its sole cost and expense, secure and hire such other persons as may, in the opinion of Consultant, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by Consultant, Consultant warrants that such persons shall be fully qualified to perform the services. Consultant further agrees that no subcontractor shall be retained by Consultant except as may otherwise be set forth in Exhibit B and upon the prior written approval of City.

4. Compensation:

(a) City shall pay Consultant pursuant to the provisions of Exhibit B for services performed pursuant to this Agreement. Such sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Consultant, except as may otherwise be set forth in Exhibit B.

(b) Payments to Consultant shall be made by City in accordance with the invoices submitted by Consultant, on a monthly basis, and such invoices shall be paid within a reasonable time after receipt by City. All charges shall be in accordance with Consultant's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by City.

(c) Consultant agrees that, in no event, shall City be required to pay to Consultant any sum in excess of 95% of the maximum payable hereunder prior to receipt by City of all final documents. Final payment shall be made not later than 60 days after presentation of final documents and acceptance by City.

(d) Additional services: Payments for additional services, requested in writing by City and not included in Consultant's proposal, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in Exhibit B. Charges for additional services shall

be invoiced on a monthly basis and shall be paid by City within a reasonable time after invoices are received by City.

5. Annual Compensation Limit:

(a) Base Term Limit: Except as provided in paragraphs (b) and (c) below, in no event shall Consultant, or any person claiming by or through Consultant, be paid an aggregate amount in excess of three hundred thousand dollars (\$300,000) during the base term of this Agreement.

(b) Extension Period Limit: If City exercises an extension option, then the annual compensation limit for that extension period shall be three hundred thousand dollars (\$300,000.00) plus any unspent allocation for each of the two prior years of the term. For purposes of this paragraph, "unspent allocation" means the difference between three hundred thousand dollars (\$300,000) and the aggregate amount of City's payments to Consultant for an annual period.

(c) Developer-Reimbursed Cost Exclusion: Developer-reimbursed costs associated with Tasks performed for private development projects are not subject to the annual compensation limit and shall not be considered in any calculation of unspent allocation.

6. City Responsibilities: City shall provide to Consultant:

(a) Information and assistance as set forth in Exhibit A.

(b) Photographically reproducible copies of maps and other information, if available, which Consultant considers necessary in order to complete the Tasks.

(c) Such information as is generally available from City files applicable to the Tasks.



(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Consultant's responsibility to make all initial contact with respect to the gathering of such information.

7. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Agreement shall be considered the property of City and, upon payment for services performed by Consultant, such documents and other identified materials shall be delivered to City by Consultant. Consultant may, however, make and retain copies of such documents and materials as Consultant may desire.

8. Termination: If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause. City may terminate this Agreement for convenience upon 15 days prior written notice to Consultant. Consultant shall not be compensated for any work performed after City's issuance of a Notice of Termination. Consultant shall provide to City any and all documents, whether in draft or final form, prepared by Consultant as of the date of termination. Consultant may not terminate this Agreement except for cause.

9. Notices and Designated Representatives: Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from

time to time, designate in writing. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Michael S. Ho, P.E.  
Deputy Director of Public Works/City Engineer  
1 Civic Center Circle  
Brea, CA 92821  
[michaelh@ci.brea.ca.us](mailto:michaelh@ci.brea.ca.us)

CONSULTANT REPRESENTATIVE

James G. Ross  
Public Works Group Leader  
15140 Transistor Lane  
Huntington Beach, CA 92649  
[jross@interwestgrp.com](mailto:jross@interwestgrp.com)

10. Insurance: Consultant shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City, nor shall Consultant allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Consultant shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

(a) Compensation insurance: Before beginning work, Consultant shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Consultant may employ directly or through subcontractors in carrying out the services, in accordance with the laws of the State of California. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Consultant, by executing this Agreement, certifies as follows:

"I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers' compensation or

to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.”

(b) For all operations of Consultant or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the Consultant in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by Consultant in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of Consultant in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to City and shall further be subject to the provisions of subsections (2) and (6) of paragraph (c) of this Section. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of services on City’s behalf until three years after the date the services are accepted as completed. Coverage for the post-completion period may be provided by

renewal or replacement of the policy for each of the three years or by a three-year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of services on behalf of City. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

(5) Other required insurance, endorsements or exclusions as required by Exhibit A.

(6) The policies of insurance required in this Section shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

(2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to City.

(d) Prior to commencing performance under this Agreement, Consultant shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be



signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Consultant commences performance. If performance of this Agreement shall extend beyond one year, then Consultant shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

11. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold City, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by Consultant (or any individual or entity that Consultant shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of Consultant.

In addition to the foregoing, Consultant shall indemnify, defend and hold harmless City and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of Consultant (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

12. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by Consultant without the prior written consent of City.

13. Damages: In the event that Consultant fails to submit to City the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time set forth herein, or as may be extended by written consent of the parties, Consultant shall pay to City, as liquidated damages and not as a penalty, the sum of \_\_\_N/A\_\_\_ dollars (\$000.00) per day for each day Consultant is in default unless the default is caused by City or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions. Consultant acknowledges that such sum represents a reasonable endeavor by the parties to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by Consultant.

14. Independent Contractor: The parties agree that Consultant and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of City.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

17. Exhibits. The attached Exhibits A and B are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by both parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

**[Consultant name]**

\_\_\_\_\_  
☐ Chairperson ☐ President ☐ Vice President

\_\_\_\_\_  
☐ Secretary ☐ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

**City of Brea**

\_\_\_\_\_  
Mayor

## **SECTION IV**

# **PROFESSIONAL SERVICES AGREEMENT**



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated **July 16, 2019** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City") and **Griffin Structures**, a California Corporation ("Consultant").

### RECITALS

A. City has issued a Request for Proposal pertaining to the performance of the following professional services: construction management and inspection services for various capital improvement and private development projects on an "as-needed" basis. A full, true and correct copy of such solicitation is attached as Exhibit A.

B. Consultant has submitted a proposal for the performance of such services. A full, true and correct copy of such proposal is attached as Exhibit B.

C. The parties have executed this Agreement to provide for Consultant's performance of such services on City's behalf.

**NOW, THEREFORE**, the parties agree as follows:

1. **Definitions**: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) **Tasks**: Professional services as described in Exhibit A including (i) preparation of plans, maps, reports, and documents (collectively, "documents"); and (ii) presentation, both oral and in writing, of such documents to City as required.

(b) **Services**: Such professional services as are necessary to be performed by Consultant in order to complete the assigned Tasks. Consultant will provide services on an "as-needed" (on-call) basis for projects to be determined during the term of this Agreement.

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, documents, meetings and oral presentations regarding the completion of Tasks as set forth in Exhibits A.

2. Term:

(a) Base Term: This Agreement is effective as of **July 16, 2019** and shall remain in full force and effect until **July 15, 2020** unless earlier extended pursuant to paragraph (b) or (c) of this Section, or unless terminated pursuant to Section 8 below.

(b) Extension Options: City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, City shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

(c) Unfinished Tasks: If one or more Tasks will remain unfinished at the expiration of this Agreement, then, at City's sole discretion, the term of this Agreement may be extended to allow Consultant to complete such Task(s).

3. Consultant Responsibilities:

(a) Consultant shall undertake and complete the assigned Tasks in accordance with Exhibit A and applicable laws, all to the reasonable satisfaction of City.

(b) Consultant shall supply copies of all documents. Including all supplemental technical documents, in accordance with Exhibit A. City may thereafter review and forward to Consultant comments regarding such documents and Consultant shall thereafter make such revisions to such documents as are deemed necessary. City shall receive revised documents in such form and in the quantities determined necessary by City.

(c) Consultant shall, at its sole cost and expense, secure and hire such other persons as may, in the opinion of Consultant, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by Consultant, Consultant warrants that such persons shall be fully qualified to perform the services. Consultant further agrees that no subcontractor shall be retained by Consultant except as may otherwise be set forth in Exhibit B and upon the prior written approval of City.

4. Compensation:

(a) City shall pay Consultant pursuant to the provisions of Exhibit B for services performed pursuant to this Agreement. Such sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Consultant, except as may otherwise be set forth in Exhibit B.

(b) Payments to Consultant shall be made by City in accordance with the invoices submitted by Consultant, on a monthly basis, and such invoices shall be paid within a reasonable time after receipt by City. All charges shall be in accordance with Consultant's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by City.

(c) Consultant agrees that, in no event, shall City be required to pay to Consultant any sum in excess of 95% of the maximum payable hereunder prior to receipt by City of all final documents. Final payment shall be made not later than 60 days after presentation of final documents and acceptance by City.

(d) Additional services: Payments for additional services, requested in writing by City and not included in Consultant's proposal, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in Exhibit B. Charges for additional services shall

be invoiced on a monthly basis and shall be paid by City within a reasonable time after invoices are received by City.

5. Annual Compensation Limit:

(a) Base Term Limit: Except as provided in paragraphs (b) and (c) below, in no event shall Consultant, or any person claiming by or through Consultant, be paid an aggregate amount in excess of three hundred thousand dollars (\$300,000) during the base term of this Agreement.

(b) Extension Period Limit: If City exercises an extension option, then the annual compensation limit for that extension period shall be three hundred thousand dollars (\$300,000.00) plus any unspent allocation for each of the two prior years of the term. For purposes of this paragraph, "unspent allocation" means the difference between three hundred thousand dollars (\$300,000) and the aggregate amount of City's payments to Consultant for an annual period.

(c) Developer-Reimbursed Cost Exclusion: Developer-reimbursed costs associated with Tasks performed for private development projects are not subject to the annual compensation limit and shall not be considered in any calculation of unspent allocation.

6. City Responsibilities: City shall provide to Consultant:

(a) Information and assistance as set forth in Exhibit A.

(b) Photographically reproducible copies of maps and other information, if available, which Consultant considers necessary in order to complete the Tasks.

(c) Such information as is generally available from City files applicable to the Tasks.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Consultant's responsibility to make all initial contact with respect to the gathering of such information.

7. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Agreement shall be considered the property of City and, upon payment for services performed by Consultant, such documents and other identified materials shall be delivered to City by Consultant. Consultant may, however, make and retain copies of such documents and materials as Consultant may desire.

8. Termination: If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause. City may terminate this Agreement for convenience upon 15 days prior written notice to Consultant. Consultant shall not be compensated for any work performed after City's issuance of a Notice of Termination. Consultant shall provide to City any and all documents, whether in draft or final form, prepared by Consultant as of the date of termination. Consultant may not terminate this Agreement except for cause.

9. Notices and Designated Representatives: Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from



time to time, designate in writing. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Michael S. Ho, P.E.  
Deputy Director of Public Works/City Engineer  
1 Civic Center Circle  
Brea, CA 92821  
[michaelh@ci.brea.ca.us](mailto:michaelh@ci.brea.ca.us)

CONSULTANT REPRESENTATIVE

Jon Hughes, CCM  
Vice President, Dir. of Operations  
2 Technology Drive  
Irvine, CA 92618  
[jhughes@griffinstructures.com](mailto:jhughes@griffinstructures.com)

10. Insurance: Consultant shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City, nor shall Consultant allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Consultant shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

(a) Compensation insurance: Before beginning work, Consultant shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Consultant may employ directly or through subcontractors in carrying out the services, in accordance with the laws of the State of California. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Consultant, by executing this Agreement, certifies as follows:

"I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers' compensation or

to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.”

(b) For all operations of Consultant or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the Consultant in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by Consultant in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of Consultant in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to City and shall further be subject to the provisions of subsections (2) and (6) of paragraph (c) of this Section. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of services on City’s behalf until three years after the date the services are accepted as completed. Coverage for the post-completion period may be provided by

renewal or replacement of the policy for each of the three years or by a three-year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of services on behalf of City. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

(5) Other required insurance, endorsements or exclusions as required by Exhibit A.

(6) The policies of insurance required in this Section shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

(2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to City.

(d) Prior to commencing performance under this Agreement, Consultant shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be

signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Consultant commences performance. If performance of this Agreement shall extend beyond one year, then Consultant shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

11. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold City, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by Consultant (or any individual or entity that Consultant shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of Consultant.

In addition to the foregoing, Consultant shall indemnify, defend and hold harmless City and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of Consultant (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.



12. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by Consultant without the prior written consent of City.

13. Damages: In the event that Consultant fails to submit to City the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time set forth herein, or as may be extended by written consent of the parties, Consultant shall pay to City, as liquidated damages and not as a penalty, the sum of \_\_\_N/A\_\_\_ dollars (\$000.00) per day for each day Consultant is in default unless the default is caused by City or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions. Consultant acknowledges that such sum represents a reasonable endeavor by the parties to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by Consultant.

14. Independent Contractor: The parties agree that Consultant and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of City.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

17. Exhibits. The attached Exhibits A and B are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by both parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

**[Consultant name]**

\_\_\_\_\_  
☐ Chairperson ☐ President ☐ Vice President

\_\_\_\_\_  
☐ Secretary ☐ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

**City of Brea**

\_\_\_\_\_  
Mayor

**City of Brea**

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**FINANCE COMMITTEE COMMUNICATION**

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**TO:** Finance Committee Members  
**FROM:** Bill Gallardo  
**DATE:** 07/09/2019  
**SUBJECT:** Pre-Employment Background Investigation Services

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**RECOMMENDATION**

1. Approve the Agreement with RCS Investigations & Consulting LLC to provide the Police Department with pre-employment background investigation services in the amount not-to-exceed \$75,000.00 per year; and
2. Authorize the City Manager to issue up to four one-year extensions exclusive of any cost increases.

**BACKGROUND/DISCUSSION**

The Brea Police Department has contracted with RCS Investigations & Consulting LLC (RCS) for pre-employment background investigation services since 2011. During the term of this contract, RCS has conducted numerous background investigations for both sworn and non-sworn candidates. Their work product is both thorough and timely. RCS reports provide much-needed information to aid the police department in properly screening highly qualified candidates.

During the entire eight-year term of the existing contract, RCS has charged \$1,650.00 for a sworn background investigation and \$1,500.00 for a non-sworn background investigation. In certain circumstances where RCS has learned of information that leads to the disqualification of the applicant early in the investigation, they have only charged the police department a pro-rated portion of that amount resulting in cost savings. For the first time in eight years, RCS has proposed a modest price increase. Under the terms of a new contract, their pricing structure would be \$1,750.00 for a sworn background investigation (an increase of \$100.00 or 6%) and \$1,550.00 for a non-sworn background investigation (an increase of \$50.00 or 3%).

Based on a long track record of quality work, timely reports, familiarity with our organization and needs, and the proposed modest price increase, the police department recommends approving the new contract with RCS for pre-employment background investigation services. Staff requests that City Council authorize the City Manager to exercise the renewal terms as long as the consultant's performance continues to meet Brea's requirements and there are no price increases.

**SUMMARY/FISCAL IMPACT**

The not-to-exceed amount is based on anticipated needs in FY 2019-20 for the necessary quantity of background investigations to meet hiring demands. The FY 2019-20 budget has sufficient funding available in the Police Department's Professional Services account (110-21-2111-4249).

**RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Adam Hawley, Police Captain

Concurrence: John Burks, Chief of Police

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**Attachments**

Agreement

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**PROFESSIONAL SERVICES AGREEMENT  
for Pre Employment Background Investigations**

THIS AGREEMENT ("Agreement") is effective on the date on which this Agreement is executed by the City of Brea, ("Effective Date"), and is between **RCS Investigations and Consulting LLC**, ("CONTRACTOR") and the CITY OF BREA, a California municipal corporation ("CITY"). CONTRACTOR and CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party". The Parties agree as follows:

**I. Agreement**

- A. This Agreement, together with the following exhibits are incorporated herein by reference, and supersedes all prior agreements and understandings:
  - Exhibit A – Scope of Services
  - Exhibit B – Compensation
  - Exhibit C – General Provisions
  - Exhibit D – Indemnity and Insurance Requirements
- B. This Agreement may be modified by written amendment executed by all parties.

**II. Scope of Services Summary**

CONTRACTOR shall, during the Term of the Agreement, provide **Pre Employment Background Investigations of Sworn and Non-Sworn Police Employees** as further set forth in Exhibit A, all to CITY's reasonable satisfaction (collectively, the "Services").

**III. Term of the Agreement**

- A. CONTRACTOR shall commence performance of Services on **the date indicated in the notice to proceed issued by the City Project Manager**.
- B. AGREEMENT shall remain in full force and effect **for one (1) year** unless sooner terminated as set forth in the Termination subsection of Exhibit C ("Term").
- C. AGREEMENT may **be extended for four (4) additional years (each a "Renewal Term"), commencing upon the expiration of the preceding Term. CITY and CONTRACTOR may agree to extend this Agreement in writing, executed before the end of the Term or Renewal Term, as applicable.**

**IV. Compensation Summary**

- A. CITY shall pay CONTRACTOR for satisfactorily and completely rendered Services according to prices and in the manner set forth in Exhibit B. Parties agree that full and complete payment for all Services shall not exceed **\$75,000.00 per year** ("Contract Amount"). The CITY shall have no obligation to pay any amount in excess of the foregoing amounts, unless agreed to in writing by the CITY.
- B. CONTRACTOR shall not render any services in excess of the Services described in Exhibit A ("Additional Services") without CITY's prior written approval. Any work performed without CITY's prior written approval shall be deemed to have been performed as part of the Services and included within the not-to-exceed Contract Amount.

**V. Insurance Requirements Summary**

- A. All insurance shall comply with the specific requirements set forth in Exhibit D.
- B. Exhibit D shall govern in the event of any conflict with the following coverages.
  - 1. **Commercial General Liability (CGL)**  
Limits shall be no less than \$1,000,000 per occurrence.
  - 2. **Automobile Liability Insurance (ALI) (any auto)**  
Limits shall be no less than \$1,000,000 per occurrence.
  - 3. **Workers' Compensation**  
State of California statutory limits  
Employer's Liability Insurance  
Limits shall be no less than \$1,000,000 per accident for bodily injury or disease.  
In lieu of the above, a signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code.
  - 4. **Professional Liability Insurance (PL)**  
Limits shall be no less than \$1,000,000 per per claim.

**VI. Notices and Designated Representatives**

All notices made pursuant to this Agreement shall be in writing and deemed effectively given: (i) upon receipt, when delivered personally; (ii) one business day after deposit with an overnight courier service; or (iii) two business days after having been sent by registered or certified mail, whether or not a signed receipt is received, provided a proof of delivery is obtained. All communications shall be sent to:

CITY – Project Manager:  
Adam Hawley  
Captain  
1 Civic Center Circle  
Brea, CA 92821  
(714) 990-7748 phone  
[ADAMH@CityofBrea.net](mailto:ADAMH@CityofBrea.net)

CITY – City Clerk (if over \$25,000):  
Lillian Harris-Neal, MMC  
City Clerk  
1 Civic Center Circle  
Brea, CA 92821  
(714) 990-7757 phone  
[LillianHN@CityofBrea.net](mailto:LillianHN@CityofBrea.net)

CONTRACTOR:  
RCS Investigations and Consulting LLC  
Randy Sorley  
Partner  
P.O. Box 29798  
Anaheim, CA 92809-9798  
(714) 779-2300  
[Randy@RCSinvestigations.com](mailto:Randy@RCSinvestigations.com)

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the day and year first set forth above. The undersigned Parties represent and warrant that they are authorized to bind their principles to the terms of this agreement.

**CONTRACTOR**

Business Name: RCS Investigations and Consulting LLC


Federal ID# TAX ID # 20-5065414

License Nos Contractor License #:  
(only for Public Works) DIR Registration #:

Business Type ☐ Individual/Sole Proprietor ☐ Partnership ☒ Limited Liability Company  
(Contractor select one) ☐ Corporation (requires two signatures) ☐ Other (specify below)

Printed Name: Randy Sorley

Title: Partner

Signature: 

Date: 06/05/2019

Contractor 2<sup>nd</sup> Signature (if corporation)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BREA**

City of Brea

a California municipal corporation

Printed Name: Christine Marick

Title: Mayor

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST** (if over \$25,000.00)

Printed Name: Lillian Harris-Neal

Title: City Clerk

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF SERVICES**

**I. Time of Performance**

- A. **Commencement and Completion of Work.** The Services to be performed pursuant to this Agreement shall commence upon receipt of written notice to proceed from the City, but no later than **fourteen (14)** calendar days from the Effective Date. Failure to commence work in a timely manner and/or diligently pursue work to completion may be deemed to be a breach, resulting in termination of this Agreement.
- B. **Schedule.** After commencement of performance pursuant to paragraph A, above, the Services must be completed ***after receipt of CITY's request from the Department's Professional Standards Division within six (6) weeks or on mutually agreed-upon times for special exceptions.***
- C. **Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations enacted after the Effective Date, riots, acts of war, or any other conditions beyond the reasonable control of a party.

**II. Additional Services**

- A. Additional Services are those services related to the scope of services of CONTRACTOR set forth in this Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when an Addendum to this Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's purchasing procedures. CITY reserves the right to perform any work that would otherwise constitute Additional Services with its own staff or to retain other contractors to perform the Additional Services.

**III. City Provisions**

***City to provide credit reports and fingerprints for all candidates.***

**IV. Ownership of Work Product**

- A. Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital files, and/or or other media created or developed for the CITY by CONTRACTOR in the performance of this Agreement (collectively, "Work Product") shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Work Product shall be considered to be "works made for hire", and all Work Product and any and all intellectual property rights arising from creation thereof, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CONTRACTOR shall not obtain or attempt to obtain copyright protection as to any of the Work Product.
- B. CONTRACTOR hereby assigns to CITY all ownership and any and all intellectual property rights to the Work Product that are not otherwise vested in the CITY pursuant to the foregoing paragraph.

- C. CONTRACTOR warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Work Product produced under this Agreement, and that CITY has full legal title to and the right to reproduce the Work Product. CONTRACTOR shall defend, indemnify and hold CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in product or inventions. CONTRACTOR shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Services and Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONTRACTOR, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

**V. Scope of Work**

- A. CONTRACTOR shall furnish everything necessary to provide the Services.
- B. The Services include and the CITY requires CONTRACTOR to:
1. Provide investigative services in a professional manner in compliance with all applicable federal, state and local laws as well as in a workmanlike manner according to the standards and ethics in the industry as established by the California Secretary of State, Department of Consumer Affairs, Bureau of Investigative Services and the Commission on Police Officers Standards and Training.
  2. Complete Preemployment Background Investigations for sworn and civilian police department employees per the Schedule.
  3. Send and collect all reference letters for each background investigation.
  4. Provide a comprehensive, confidential, ethical work product.
  5. Participate in meetings and engage in other requested services as needed without any additional cost to the City.
  6. Provide as-requested updates on the progress of the investigation.
  7. Provide a confidential investigation.
  8. Provide a detailed written report upon conclusion of the investigation.
  9. Maintain private investigators licenses with the State of California and current training and updates through POST and the California Background Investigators Association.



EXHIBIT B  
COMPENSATION

I. Total Compensation

- A. CONTRACTOR agrees to accept the specified compensation as set forth in this Agreement as full payment for satisfactorily performing all work, including furnishing all labor and materials required to fully and satisfactorily complete the Services to CITY's reasonable satisfaction. To the maximum extent permitted by law, CONTRACTOR assumes all risks related to its performance of the Services including risks of unforeseen difficulties or conditions which may arise or be encountered in the performance of the Services. CONTRACTOR shall only be compensated as set forth herein for work satisfactorily performed in accordance with the Scope of Work.
- B. **Contract Amount.** Payment shall not exceed the total, all-inclusive amount of ***\$75,000.00 per year for the Term of the Agreement.***
- C. **CITY shall have no obligation to pay any sum in excess of the Fixed Prices and/or Total Contract Amount unless authorized by in writing by the CITY.**

II. Fees and Expenses

- A. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on a time-and-material basis in accordance with Attachment 1 to Exhibit B.
- B. **Reimbursable Expenses.** *Only for travel outside Southern California as pre-approved by Project Manager.*

III. Manner of Payment and Accounting Requirements

- A. Taxes
  - 1. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request.
  - 2. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section.
- B. Payment Terms
  - 1. CONTRACTOR shall submit invoices in arrears, after Services have been received. CITY will make payment in net 30 days after receipt of an undisputed invoice in a format acceptable to CITY. Invoices are subject to routine processing requirements. The responsibility for providing an acceptable invoice to CITY for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction.
  - 2. Billing shall cover Services not previously invoiced. CONTRACTOR shall reimburse CITY for any monies paid to the Contractor for services not provided, or when services do not meet the contract requirements.
  - 3. Payments made by the CITY shall not preclude the right of the CITY from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

**C. Invoicing Instructions**

1. CONTRACTOR will provide an invoice on the CONTRACTOR'S letterhead. Each invoice will have a unique number and must include:

- a) Contractor's name and address
- b) Contractor's remittance address, if different from above
- c) Contractor's Taxpayer ID Number
- d) Name of City Agency/Department
- e) Delivery/service address
- f) Contract number
- g) Purchase Order (PO) number
- h) Date of invoice
- i) Description of Services/Goods
- j) Sales tax, if applicable
- k) Freight/delivery charges, if applicable
- l) Total

2. Invoices and support documentation are to be forwarded to:

- a) City of Brea
- b) Accounts Payable
- c) 1 Civic Center Circle
- d) Brea CA 92821

3. City does not accept electronic invoices.

**D. Accounting Records of CONTRACTOR**

During performance of this Agreement and for a period of three (3) years after termination or expiration of this Agreement, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's reimbursable expenses, if any, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.

End of Exhibit B

**Attachment 1 to Exhibit B**  
**Billable Rates**

**Proposed Rates for Year 1**

Item	Description	Qty*	Rate**	Total
01	Police Officer AND Police Dispatcher	30	\$1,750.00	\$52,500
02	Non-Sworn Employee	12	\$1,550.00	\$18,600
A	Subtotal (add above lines)			\$71,100
B	Meals and lodging			Included
C	Travel (within Southern California)***			Included
D	Other (specify)			Included
E	Total Not-to-Exceed Price (add A through D)			\$71,100

\* Quantities are estimated annual amounts.

\*\* Rates for renewal years 2 through 5 may be adjusted as mutually agreed-upon by the Parties.

\*\*\* Travel outside of Southern California will be billed at cost only if City pre-approves.

End of Attachment 1

**EXHIBIT C  
GENERAL PROVISIONS**

**I. Standard Requirements**

- A. **Assignment and Subcontracting.** To assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
- B. **Compliance with Law.** CONTRACTOR shall forthwith undertake and complete the Services in accordance with Exhibit "A" attached to this Agreement and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines all to the reasonable satisfaction of CITY.
- C. **Confidentiality.** Any and all information and data provided to CONTRACTOR pursuant to this Agreement shall be forever maintained as confidential by CONTRACTOR, to the maximum extent permitted by law.
- D. **Standard of Care.** CONTRACTOR shall provide exceptional Standard of Care while fulfilling the terms of this Agreement, is performing as a representative of CITY. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of either the CITY or CONTRACTOR, for the investigation and response to complaints.
- E. **Hires.** CONTRACTOR shall, at CONTRACTOR's sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONTRACTOR further agrees that no subcontractor shall be retained by CONTRACTOR except upon the prior written approval of CITY.
- F. **Independent Contractor.** CONTRACTOR is retained by CITY only to the extent set forth in this Agreement, and the CONTRACTOR's relationship to the CITY is that of an independent contractor. CONTRACTOR shall be free to dispose of all portions of CONTRACTOR's time and activities which CONTRACTOR is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONTRACTOR sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and

hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

- G. **Information and Assistance.** CITY will provide information and assistance as set forth in Exhibit "A" hereto; photographically reproducible copies of maps and other information, if available, which CONTRACTOR considers necessary in order to complete the Project. Such information as is generally available from CITY files applicable to the Project. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONTRACTOR's responsibility to make all initial contact with respect to the gathering of such information.
- H. **Governing Law .**This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.
- I. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.
- J. **Precedence of Documents.** In the event of any inconsistency or conflict between the Agreement and any of the Exhibits or any other attachments, the Agreement, then this Exhibit C, then the remaining Exhibits and attachments shall govern.
- K. **Termination.** This Agreement may be terminated by CITY for any or no reason upon the giving of a written notice of termination to CONTRACTOR at least fifteen (15) days prior to the date of termination specified in said notice. In the event this Agreement is so terminated, and provided CONTRACTOR is not then in breach, CONTRACTOR shall be paid on a pro-rata basis with respect to the percentage of the Services satisfactorily completed or goods satisfactorily provided as of the date of termination. In no event, however, shall CONTRACTOR receive more than the Contract Amount. CONTRACTOR shall provide to CITY any and all Work Product including all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination. CONTRACTOR may not terminate this Agreement except for cause.

End of Exhibit C



**EXHIBIT D**  
**INDEMNITY AND INSURANCE REQUIREMENTS**

**I. Indemnity Requirements**

- A. **Indemnity for Professional Services.** To the fullest extent permitted by law, the CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify City, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Claims"), whether actual, alleged or threatened, arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of CONTRACTOR, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual for that CONTRACTOR shall bear the legal liability thereof) in the performance of professional services under this Agreement. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.
- B. **Other Indemnities.** Other than in the performance of professional services, and to the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.
- C. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement.

**II. Insurance Requirements**

**A. General**

1. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
2. Without limiting the Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the Term of this Agreement, the following policies of insurance.
3. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.
4. If the Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

**B. Coverages**

**1. Commercial General Liability (CGL)**

- a) CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b) Limits shall be no less than \$1,000,000 per occurrence.

**2. Products-Completed Operations (PCO)**

Contractor shall procure and submit to City evidence of insurance for a period of at least ten (10) years from the time that all work under this Contract is completed.

**3. Automobile Liability Insurance (ALI)**

- a) ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage.
- b) Limits shall be no less than \$1,000,000 per occurrence.
- c) If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
  - (1) A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
  - (2) A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

**4. Workers' Compensation (WC)**

- a) Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance.
- b) Limits shall be no less than \$1,000,000 per accident for bodily injury or disease.
- c) Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor does not have any employees who will be performing work on behalf of City, Contractor must provide:
  - (1) A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing performance of the work of this contract; and
  - (2) A certification that Contractor does not employ anyone in the course and scope of business operations.

**5. Professional Liability Insurance (PL)**

- a) Covered Professional Services shall specifically include all work to be performed under this contract and delete any exclusion that may potentially affect the work to be performed.
- b) Limits shall be no less than \$1,000,000 per claim; \$1,000,000 aggregate.

**C. Endorsements**

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

**1. Commercial General Liability & Contractors Pollution Liability**

**a) Additional Insured**

- (1) City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
- (2) Additional Insured Endorsements shall not:
  - (a) Be limited to "Ongoing Operations"
  - (b) Exclude "Contractual Liability"
  - (c) Restrict coverage to the "Sole" liability of Contractor
  - (d) Exclude "Third-Party-Over Actions"
  - (e) Contain any other exclusion contrary to Contract

- (3) Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 & CG 20 37.

**b) Primary Insurance**

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

**2. Auto Liability**

**a) Additional Insured**

City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

**b) Primary Insurance**

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

**3. Workers' Compensation**

A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

**D. Insurance Obligations of Contractor**

The Insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

**E. Notice of Cancellation**

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon City except ten (10) days shall be allowed for non-payment of premium.

**F. Waiver of Subrogation**

Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether City has received a waiver of subrogation endorsement from the insurer.

**G. Evidence of Insurance**

All policies, endorsements, certificates, and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

**H. Deductible or Self-Insured Retention**

Any deductible or self-insured retention must be approved in writing by City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

**I. Contractual Liability**

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Contract.

**J. Failure to Maintain Coverage**

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Contract.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

**K. Acceptability of Insurers**

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by City.



**L. Claims Made Policies**

If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with City and an extended reporting period shall be provided for a period of at least ☐ 2 years ☒ 3 years ☐ 5 years ☐ 10 years from termination or expiration of this Contract.

**M. Insurance for Subcontractors**

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

End of Exhibit D

## City of Brea

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### FINANCE COMMITTEE COMMUNICATION

**TO:** Finance Committee Members  
**FROM:** Bill Gallardo  
**DATE:** 07/09/2019  
**SUBJECT:** Organizational Consulting Services for the Brea Police Department

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### **RECOMMENDATION**

1. Approve the Agreement with Management Partners to provide Organizational Consulting Services for the Brea Police Department in an amount not-to-exceed \$88,600.00; and
2. Authorize the Chief of Police to issue up to two six-month extensions.

### **BACKGROUND/DISCUSSION**

In 2013, the Brea Police Department was reduced by approximately 40% and was reorganized as the result of the end of a police services agreement with the City of Yorba Linda. At that time, the department structure, including staffing levels, was determined via an internal analysis based primarily on the experiences of senior staff and other anecdotal information. The department indicated it would continually evaluate operations and make recommendations for changes as necessary. Since then, although some modifications have been made due to changing needs and economic conditions, the department remains roughly the same size and structure even as Brea continues to evolve with further growth projected.

To ensure the Brea Police Department evolves along with the City of Brea, and is positioned to continue to provide exceptional law enforcement services, a highly-qualified consultant was sought to provide a fresh view external of the organization, free from local biases and uninfluenced by anecdotal experiences. The selected consultant will help develop an organizational strategy that outlines seven-year goals for the Police Department, including a specific implementation plan for the first two years followed by a five-year strategic plan.

Highlights of the objectives included in the scope of services requirements are: 1) Develop a comprehensive Police Staffing Needs Analysis that includes organizational structures, work plans, and service level goals that operationally align Brea with other local public safety agencies and industry best practices; 2) Develop a plan to enhance Police operations over a seven-year period with detailed implementation plans for the first two years followed by a five-year strategic plan to meet emerging and evolving law enforcement challenges and opportunities; 3) Assess performance metrics and use of data analytics; and 4) Assess current and projected service populations and geographic considerations to evaluate current and future service levels, service demands and standards for service delivery, including but not limited to staffing (including support staff), equipment needs, and deployment schedules.

These goals and objectives will help the Brea Police Department meet the needs of the Brea community from 2020 and beyond. To help accomplish these important aspirations, the Police Department developed the scope of services and the Purchasing Division solicited competitive proposals from well-qualified consultants. Six firms submitted responses by the May 14, 2019 deadline and staff began the evaluations immediately thereafter.

Staff independently ranked each of the proposals according to the consultant's experience performing similar services, demonstrated record of past successes, proposed staffing, quality of the proposed work plan, and satisfactory references. Scores were based on a 75 point maximum possible. Based on their demonstrated competence, professional qualifications, and proposed work plan, Management Partners was deemed the best-qualified consultant.

Thereafter, staff reviewed their price proposal and determined that it was fair and reasonable. An interview was held with Management Partners to meet their key project personnel, clarify various aspects of their proposal, and negotiate certain parts of the scope of work and their relative price points. A best and final offer request was issued to capture the changes and seek any price concessions, which resulted in a decrease of \$4,400 and is reflected in the following table.

Rank	Score	Consultant Name	Price
1	70.33	Management Partners	\$88,600
2	63.17	The Novak Consulting Group	\$64,400
3	57.33	Matrix Consulting Group	\$68,000
4	50.00	Center for Public Safety Management	\$66,150
5	49.33	Hillard Heintze	\$148,981
6	31.00	B2G Global Strategies	\$495,015

The Agreement has an option for up to two six-month time-only extensions that will permit additional time to complete the scope of services tasks based on mutual agreement of the parties.

### **SUMMARY/FISCAL IMPACT**

The Fiscal Year 2018-19 Budget has sufficient funding available in the Police Department's Professional Services account (110-21-2111-4249).

**RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator

Concurrence: Chief John Burks; and

Cindy Russell, Administrative Services Director

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**Attachments**

Agreement

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**PROFESSIONAL SERVICES  
AGREEMENT**

THIS AGREEMENT ("Agreement") is effective on the date on which this Agreement is executed by the City of Brea, ("Effective Date"), and is between Management Partners, Incorporated, ("CONTRACTOR") and the CITY OF BREA, a California municipal corporation ("CITY"). CONTRACTOR and CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party". The Parties agree as follows:

**I. Agreement**

- A. This Agreement, together with the following exhibits are incorporated herein by reference, and supersedes all prior agreements and understandings:
  - Exhibit A – Scope of Services/Specifications
  - Exhibit B – Compensation
  - Exhibit C – General Provisions
  - Exhibit D – Indemnity and Insurance Requirements
- B. This Agreement may be modified by written amendment executed by all parties.

**II. Scope of Services Summary**

CONTRACTOR shall, during the Term of the Agreement, provide **Organizational Consulting Services** as further set forth in Exhibit A, all to CITY's reasonable satisfaction (collectively, the "Services").

**III. Term of the Agreement**

- A. CONTRACTOR shall commence performance of Services on the date **indicated in the notice to proceed issued by the City Project Manager**.
- B. AGREEMENT shall remain in full force and effect **for eight (8) months** unless sooner terminated as set forth in the Termination subsection of Exhibit C ("Term").
- C. AGREEMENT may be extended for one or more additional terms not to exceed **two (2) six-month periods** (each an "Extended Term"), commencing upon the expiration of the preceding Term.

**IV. Compensation Summary**

- A. CITY shall pay CONTRACTOR for satisfactorily and completely rendered Services according to prices and in the manner set forth in Exhibit B. Parties agree that full and complete payment for all Services shall not exceed **\$88,600.00** ("Contract Amount"). The CITY shall have no obligation to pay any amount in excess of the foregoing amounts, unless agreed to in writing by the CITY.
- B. CONTRACTOR shall not render any services in excess of the Services described in Exhibit A ("Additional Services") without CITY's prior written approval. Any work performed without CITY's prior written approval shall be deemed to have been performed as part of the Services and included within the not-to-exceed Contract Amount.



**V. Insurance Requirements Summary**

- A. All insurance shall comply with the specific requirements set forth in Exhibit D.
- B. Exhibit D shall govern in the event of any conflict with the following coverages.
  - 1. **Commercial General Liability (CGL)**  
Limits shall be no less than \$2,000,000 per occurrence.
  - 2. **Automobile Liability Insurance (ALI) (any auto)**  
Limits shall be no less than \$2,000,000 per occurrence.
  - 3. **Workers' Compensation**  
State of California statutory limits  
Employer's Liability Insurance  
Limits shall be no less than \$1,000,000 per accident for bodily injury or disease.
  - 4. **Professional Liability Insurance (PL)**  
Limits shall be no less than \$2,000,000 per claim.

**VI. Notices and Designated Representatives**

All notices made pursuant to this Agreement shall be in writing and deemed effectively given: (i) upon receipt, when delivered personally; (ii) one business day after deposit with an overnight courier service; or (iii) two business days after having been sent by registered or certified mail, whether or not a signed receipt is received, provided a proof of delivery is obtained. All communications shall be sent to:

CITY – Project Manager:  
John Burks  
Chief  
1 Civic Center Circle  
Brea, CA 92821  
(714) 990-7744 phone  
[JohnB@CityofBrea.net](mailto:JohnB@CityofBrea.net)

CITY – City Clerk (if over \$25,000):  
Lillian Harris-Neal, MMC  
City Clerk  
1 Civic Center Circle  
Brea, CA 92821  
(714) 990-7757 phone  
[LillianHN@CityofBrea.net](mailto:LillianHN@CityofBrea.net)

**CONTRACTOR:**

Representative's Name	Jerry Newfarmer
Title	President and CEO
Address, Suite#	2107 North First Street, Suite 470
City, State, Zip	San Jose, California 95131
Phone	408-437-5400
Email	<a href="mailto:jnewfarmer@managementpartners.com">jnewfarmer@managementpartners.com</a>

(SIGNATURES ON FOLLOWING PAGE)

**Offer and Acceptance**

**I. OFFER made by Contractor to the City of Brea:**

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in Exhibit B-Compensation. Further, I understand that no contract exists unless City accepts this Offer by signing below.

Business Name: Management Partners

Federal ID# 31-1407585

only for Public Works projects Contractor Lic.#: \_\_\_\_\_ DIR Reg#: \_\_\_\_\_


Business Type ☐ Individual/Sole Proprietor ☐ Partnership ☐ Limited Liability Company  
(Contractor select one) ☐ Corporation (requires two signatures) ☐ Other

Address: 2107 North First Street, Suite 470


City, State, Zip: San Jose, California 95131

Printed Name & Title: Jerry Newfarmer, President and CEO

Phone & Email: 408-437-5400 [jnewfarmer@managementpartners.com](mailto:jnewfarmer@managementpartners.com)

Signature(s):   
(principal)

Date: 5/13/2019

Signature(s):   
(2<sup>nd</sup> Signature required if corp)

Date: 5/13/2019

**II. ACCEPTANCE of Offer by the City of Brea:**

I, the undersigned, hereby represent and warrant that I am authorized to accept Offer on behalf of and to bind City of Brea and I accept the Offer accordingly. Contractor is now bound to furnish all requirements set forth in Contractor's Offer. Contractor is cautioned not to begin work until a written notice to proceed or purchase order is received from City.

City of Brea, a California Municipal Corporation

Mailing Address: 1 Civic Center Circle

City, State, Zip: Brea California 92821

Printed Name & Title: Christine Marick, Mayor

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**III. Attestation** (if total contract value exceeds \$25,000 or \$200,000 for Public Works projects)

Printed Name: Lillian Harris-Neal

Title: City Clerk

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

**I. Time of Performance**

- A. **Commencement and Completion of Work.** The Services to be performed pursuant to this Agreement shall commence upon *receipt of written notice to proceed from the City*. Failure to commence work in a timely manner and/or diligently pursue work to completion may be deemed to be a breach, resulting in termination of this Agreement.
- B. **Schedule.** After commencement of performance pursuant to paragraph A, above, the Services must be completed *within six months for the two-year implementation plan and two months thereafter for the strategic plan*.
- C. **Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations enacted after the Effective Date, riots, acts of war, or any other conditions beyond the reasonable control of a party.

**II. Additional Services**

- A. Additional Services are those services related to the scope of services of CONTRACTOR set forth in this Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when an Addendum to this Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's purchasing procedures.
- B. CITY reserves the right to perform any work that would otherwise constitute Additional Services with its own staff or to retain other contractors to perform the Additional Services.

**III. City Provisions**

***City will provide available documents and access to City staff directly relating to the Scope of Services from 7am to 5pm Monday through Friday excluding City observed holidays. Any deviations will need to be pre-approved by the City Project Manager.***

**IV. Scope of Services**

- A. General Requirements
  - 1. This Scope of Services establishes the minimum requirements for providing the Consulting Services.
  - 2. CONTRACTOR shall fully and timely provide all deliverables described herein in strict accordance with the terms and conditions of this Agreement and all applicable Federal, State, and local laws, rules, and regulations.
  - 3. CONTRACTOR shall provide all labor, materials, equipment and mobilization to complete the services for the City.
- B. Specific Requirements

## Proposed Work Plan

### Activity 1 – Start Project

We will begin by meeting with the Police Department's command staff and the City's project team to review and confirm the detailed plan of work, schedule and deliverables. During this meeting we will establish the relationship between Management Partners' team and the City's project team. We will discuss the coordination assistance that will be provided by City staff and submit a preliminary information request identifying the documents we will need to begin our analysis.

### Activity 2 – Gather Information and Obtain Input

During this activity, Management Partners will gather information from several sources. Included in our information gathering will be techniques to hear insights from department leaders, supervisors and employees.

- **Review Written Documents and Data.** We will review demographic data, future service demand projections, Police Department core values, strategic planning efforts, goals and objectives, organization charts, budget, CAD/RMS data including GIS layers and analysis, staffing levels, response policies, shift schedules and other relevant documents.
- **Conduct Interviews.** We will interview approximately 22 key City officials and staff, including Council members, city managers, police command staff and leadership staff. We will ask questions about existing practices, organizational structure, law enforcement outcomes, and challenges and opportunities for improvement.
- **Facilitate Department Roundtables.** We will convene two roundtables. One will be with department heads to understand their perspectives and how they can collaborate with the Police Department on its staffing and strategic direction to optimize community services. A second roundtable will be convened with the nine-member board of the Brea Police Association to hear their objectives, interests and concerns.
- **Conduct Focus Groups with Police Department Employees.** We will facilitate up to three focus groups to ensure broad employee input about strengths, needs, and opportunities. We will consider equitable labor group representation when organizing the employee focus groups.
- **Observe Field Operations.** We will conduct field observations, which could include ride-alongs with patrol personnel, or, as appropriate, observing personnel in training activities. During this phase, we will observe how personnel approach their work, particularly important work processes, and identify impediments to effective fieldwork.
- **Analyze Growth Projections.** Management Partners' team members are familiar with the community and organization and has expertise analyzing the impacts of growth. This analysis will inform our review of the Police Department's staffing and facility needs and add context for the preparation of the strategic plan.
- **Optional: Conduct Confidential Employee Survey.** If desired, we will create a confidential online survey to allow all department personnel to provide anonymous input for this assessment. Ideas would be provided about ways to increase efficiency, improve practices and procedures, and optimize services.

At the conclusion of this data gathering, Management Partners will create a summary of the major themes and our observations. This summary will allow us to determine if the data we have gathered is sufficient or whether additional data and information will be needed for our analysis.

**Continued on Next Page**

**Activity 3 – Conduct Peer Benchmarking Survey and Identify Best Practices**

Using criteria we establish in collaboration with Police Department leaders, we will identify up to six peer agencies to collect relevant data. Examples of data points we expect to gather from peers include staffing (sworn, civilian); organization structure; reporting relationships and rank structure; crime statistics; workload (calls for service, by type); operating budgets; and services provided inhouse vs. through partnerships with other agencies. We will use these data to place Brea in the context of similar police agencies and provide benchmarks for comparison purposes.

In addition, we are knowledgeable about best practices and industry standards from around the country and will ascertain those that have practical application for the department.

**Activity 4 – Conduct Analysis**

Next, we will analyze the workload, staffing, operations and organization structure of the Police Department. Specifically, our analysis will cover the items listed in the scope of work, as follows.

- Determine resources needed to maintain safety, service levels and professionalism.
- Determine officers, supervisors and support staff needed to achieve level-of-service goals.
- Assess organizational structure, spans of control, management structure, administration and support personnel, ratio of civilian to sworn positions, and special unit staffing.
- Determine how personnel deployment strategies support current and optimal service delivery.
- Provide a projection of future workload and service demands.
- Evaluate public safety facilities.
- Evaluate partnerships, shared services, shared resources, and contracted services.
- Assess performance metrics.
- Identify redundancies, inefficiencies and other gaps between current and optimal service.

Our best practice standards come from such accepted standards as the recommendations of the Commission on the Accreditation of Law Enforcement Agencies (CALEA), the National Institute of Justice, the General Accountability Office's (GAO) recommendations on service efforts and accomplishments, our own compilation over time of best practices observed from prior engagements, and relevant professional literature.

**Activity 5 – Report Results**

During this activity we will complete the tasks to report results as described below.

- **Prepare observations and preliminary recommendations memorandum.** When the above activities are concluded, we will prepare a document with our observations and preliminary recommendations. We will meet with Police Department leaders to discuss them, receive feedback, and answer questions.
- **Prepare draft project report.** Following the review described above, we will prepare a draft report that includes our methodology, the analysis of relevant issues, and recommendations to improve the efficiency of the department's structure and staffing, scheduling and functions.
- **Finalize project report.** Once feedback from the Police Department's project team is received on the draft report, we will prepare the final report, which will include a rich discussion of our analysis and recommendations.

**Continued on Next Page**



**Activity 6 – Prepare for Strategic Planning Workshop**

Once our analysis is complete, we will prepare for a strategic planning workshop that will include City and Police representatives as selected by the project leaders. We will use the information gathered for the previous analysis, gather any additional information needed, prepare a workshop agenda and materials, and provide advice about workshop logistics.

**Activity 7 – Facilitate Strategic Planning Workshop**

We will facilitate a one-day workshop with Police Department and City leaders as well as others ss designated. It is our understanding that a cross-section of the department will be invited to participate, representing both sworn and civilian staff and various levels of the organization.

The purpose of the workshop will be to determine what should be reaffirmed and what needs to be updated in the Strategic Plan. Examples of the types of discussions that are likely to take place that day include the following.

- Review and discuss the results of the staffing, organizational and operational analysis;
- Identify activities for a work plan for the next two years and goals for the next five years;
- Identify measurable strategies for each activity and goal; and
- Determine reporting and accountability mechanisms.

The workshop will be facilitated in a way that allows all participants to be fully engaged. We will use a combination of small and large group discussions to achieve the workshop objectives and ensure all voices are heard. Following the workshop, we will summarize the results.

**Activity 8 – Prepare Strategic Plan**

Based on the results of the workshop, Management Partners will prepare a draft Strategic Plan for the Police Department that contains the following components, pending refinement of the structure of the plan document in collaboration with the department's project team.

- Description of project approach,
- Vision, mission and values,
- Work plan for the next two years,
- Multi-year goals,
- Strategies for each goal, and
- Reporting and accountability mechanisms for the strategic plan.

We will review the draft with the project team and finalize it based on your input. The department will provide high resolution photos that we can put into the plan.

**Activity 9 – Support Implementation**

Upon completion of the final report, Management Partners will prepare two draft Implementation Action Plans (IAP). The first will contain the report recommendations. This action plan will be an executable roadmap that details the specific steps needed to accomplish each of the recommendations included in the report based on actual priorities of the department. It also includes a suggested priority for each recommendation (short-, medium- and long-term), and assigned responsibility.

The second IAP will reflect the Strategic Plan goals and actions. It will contain the timelines, assignments, and milestones to accomplish each of the strategies contained in the Strategic Plan.

**Continued on Next Page**

### **Other Optional Activities**

Given the broad scope of services listed in the RFP, some analysis will necessarily be at a high level. Based on the desires of the Police Department, Management Partners can expand any of the areas of inquiry to provide more in-depth research and examination. For example, these may include facilities, financing, mutual aid, equipment needs, geographic deployment, resource demand and supply, emergency response services, current crime trends and future police models. We would be happy to work with the City to scope additional activities as desired.

### ***Revisions to the Scope of Work***

*Project Timeframes.* Management Partners understands the City has revised the project timeframes to require the staffing study to be completed within six months and the strategic plan within two months thereafter. We believe these revised timeframes are reasonable and, if selected, Management Partners will prepare a detailed project schedule consistent with them. The schedule will include the Implementation Action Plans for the staffing study and strategic planning phases being completed concurrent with the revised timeframes. It will be provided to the department as a deliverable during the kickoff meeting.

*Review of Facilities and Department Policies.* We understand the department has determined it does not need an assessment of facility needs or an analysis of the department's policies. We will remove these tasks from our scope of work.

*Confidential Employee Survey.* Chief Burks advised during the interview that department cohesion and communication is effective and, therefore, a confidential employee survey is not necessary. We will remove this task from our scope of work.

*Presentation to Police Department Personnel.* We understand the department may need the consultant to make a presentation to Police Department personnel, and you requested this be included as an optional task. We will add this optional task to our scope of work. Further, as we previously confirmed, our proposal includes a presentation to the City's Executive Team and the City Council, as necessary.

*Data Analytics.* Captain Hawley discussed the importance of data analytics during the interview, including forecasting future conditions and workload. This discussion pertained to the role of Dave Jensen from our firm. In order to be cost-conscious, our original proposal envisioned Dave working remotely from our San Jose office. However, given the importance of this area of analysis Management Partners will, if selected, expand his role and make him available for up to two on-site meetings in Brea at no additional cost to the City for his travel, time or expenses. Of course, Dave will also be available to the department remotely (email, telephone and video) during the course of our work. As his resume shows, Dave is a former Fremont police officer and investigator who became responsible for the police department's information technology function. He was later promoted to Chief Technology Officer in Fremont and went on to complete his public sector career as the Director of Information Technology for the City of Sunnyvale.

**V. Ownership of Work Product**

- A. Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital files, and/or other media created or developed for the CITY by CONTRACTOR in the performance of this Agreement (collectively, "Work Product") shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Work Product shall be considered to be "works made for hire", and all Work Product and any and all intellectual property rights arising from creation thereof, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CONTRACTOR shall not obtain or attempt to obtain copyright protection as to any of the Work Product.
- B. CONTRACTOR hereby assigns to CITY all ownership and any and all intellectual property rights to the Work Product that are not otherwise vested in the CITY pursuant to the foregoing paragraph.

CONTRACTOR warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Work Product produced under this Agreement, and that CITY has full legal title to and the right to reproduce the Work Product. CONTRACTOR shall defend, indemnify and hold CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in product or inventions. CONTRACTOR shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Services and Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONTRACTOR, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

End of Exhibit A

**EXHIBIT B  
COMPENSATION**

**I. Total Compensation**

- A. CONTRACTOR agrees to accept the specified compensation as set forth in this Agreement as full payment for satisfactorily performing all work, including furnishing all labor and materials required to fully and satisfactorily complete the Services to CITY's reasonable satisfaction. To the maximum extent permitted by law, CONTRACTOR assumes all risks related to its performance of the Services including risks of unforeseen difficulties or conditions which may arise or be encountered in the performance of the Services. CONTRACTOR shall only be compensated as set forth herein for work satisfactorily performed in accordance with the Scope of Work.
- B. **Contract Amount.** Payment shall not exceed the total, all-inclusive amount of ***\$88,600.00 for all terms combined.***
- C. City reserves the right to adjust the Scope of Services and a corresponding change will be made not-to-exceed the Contract Amount.
- D. **CITY shall have no obligation to pay any sum in excess of the Fixed Prices and/or Total Contract Amount unless authorized by in writing by the CITY.**

**II. Fees and Expenses**

- A. **Lump Sum.** CONTRACTOR shall be paid for the performance of Services on a fixed not-to-exceed lump sum basis for Tasks.
- B. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on a time-and-material basis in accordance with Attachment 1 to Exhibit B.
- C. **Reimbursable Expenses.** ***CONTRACTOR expenses that are necessary for the proper completion of the Services are fully incorporated into the Billable Rates.***
- D. **Price Increases.** Price increase for the duration of this Agreement are not allowed.

**III. Manner of Payment and Accounting Requirements**

- A. Taxes
  - 1. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request.
  - 2. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section.
- B. Payment Terms
  - 1. CONTRACTOR shall submit invoices in arrears, after Services have been received. CITY will make payment in net 30 days after receipt of an undisputed invoice in a format acceptable to CITY. Invoices are subject to

routine processing requirements. The responsibility for providing an acceptable invoice to CITY for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction.

2. Billing shall cover Services not previously invoiced. CONTRACTOR shall reimburse CITY for any monies paid to the Contractor for services not provided, or when services do not meet the contract requirements.
3. Payments made by the CITY shall not preclude the right of the CITY from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

**C. Invoices**

1. CONTRACTOR will provide an invoice on the CONTRACTOR'S letterhead. Each invoice will have a unique number and must include:
  - a) Contractor's name and address
  - b) Contractor's remittance address, if different from above
  - c) Contractor's Taxpayer ID Number
  - d) Name of City Agency/Department
  - e) Delivery/service address
  - f) Contract number
  - g) Purchase Order (PO) number
  - h) Date of invoice
  - i) Description of Services/Goods
  - j) Sales tax, if applicable
  - k) Freight/delivery charges, if applicable
  - l) Total
2. Invoices and support documentation are to be forwarded to:
  - a) City of Brea
  - b) Accounts Payable
  - c) 1 Civic Center Circle
  - d) Brea CA 92821
  - e) City does not accept electronic invoices.
  - f) Accounting Records of CONTRACTOR
  - g) During performance of this Agreement and for a period of three (3) years after termination or expiration of this Agreement, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's reimbursable expenses, if any, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.

End of Exhibit B



Attachment 1 to Exhibit B

## Hours and Cost

*Cost Proposal with Changes Noted in Revisions to the Scope of Work*

Management Partners anticipates devoting 543 hours of our staff time over about six months to complete this project. The total cost is \$86,900, which includes all fees and expenses. If the optional activity of preparing and delivering a presentation to the Police Department personnel is desired the total cost would be \$88,600.

Activity	Cost
1. Start Project	\$4,500
2. Gather Information and Obtain Input	\$18,300
3. Conduct Peer Benchmarking Survey and Identify Best Practices	\$9,800
4. Conduct Analysis	\$17,400
5. Report Results	\$14,800
6, 7 and 8. Prepare for and Facilitate Strategic Planning Workshop; Prepare Strategic Plan	\$18,400
9. Support Implementation	\$3,700
<b>TOTAL</b>	<b>\$86,900</b>
Optional Task: Prepare and Deliver Presentation to Police Department Personnel	\$1,700
<b>TOTAL WITH OPTIONAL TASK</b>	<b>\$88,600</b>

Management Partners' hourly rates are as follows:

Title	Rate
Partner	\$200
Special Advisor	\$190
Management Analyst	\$85

The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

EXHIBIT C  
GENERAL PROVISIONS

I. Standard Requirements

- A. **Assignment and Subcontracting.** To assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
- B. **Compliance with Law.** CONTRACTOR shall forthwith undertake and complete the Services in accordance with Exhibit "A" attached to this Agreement and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines all to the reasonable satisfaction of CITY.
- C. **Confidentiality.** Any and all information and data provided to CONTRACTOR pursuant to this Agreement shall be forever maintained as confidential by CONTRACTOR, to the maximum extent permitted by law.
- D. **Standard of Care.** CONTRACTOR shall provide exceptional Standard of Care while fulfilling the terms of this Agreement, is performing as a representative of CITY. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of either the CITY or CONTRACTOR, for the investigation and response to complaints.
- E. **Hires.** CONTRACTOR shall, at CONTRACTOR's sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONTRACTOR further agrees that no subcontractor shall be retained by CONTRACTOR except upon the prior written approval of CITY.
- F. **Independent Contractor.** CONTRACTOR is retained by CITY only to the extent set forth in this Agreement, and the CONTRACTOR's relationship to the CITY is that of an independent contractor. CONTRACTOR shall be free to dispose of all portions of CONTRACTOR's time and activities which CONTRACTOR is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONTRACTOR sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and

hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

- G. **Information and Assistance.** CITY will provide information and assistance as set forth in Exhibit "A" hereto; photographically reproducible copies of maps and other information, if available, which CONTRACTOR considers necessary in order to complete the Project. Such information as is generally available from CITY files applicable to the Project. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONTRACTOR's responsibility to make all initial contact with respect to the gathering of such information.
- H. **Governing Law .**This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.
- I. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.
- J. **Precedence of Documents.** In the event of any inconsistency or conflict between the Agreement and any of the Exhibits or any other attachments, the Agreement, then this Exhibit C, then the remaining Exhibits and attachments shall govern.
- K. **Termination.** This Agreement may be terminated by CITY for any or no reason upon the giving of a written notice of termination to CONTRACTOR at least fifteen (15) days prior to the date of termination specified in said notice. In the event this Agreement is so terminated, and provided CONTRACTOR is not then in breach, CONTRACTOR shall be paid on a pro-rata basis with respect to the percentage of the Services satisfactorily completed or goods satisfactorily provided as of the date of termination. In no event, however, shall CONTRACTOR receive more than the Contract Amount. CONTRACTOR shall provide to CITY any and all Work Product including all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination. CONTRACTOR may not terminate this Agreement except for cause.

End of Exhibit C

**EXHIBIT D**  
**INDEMNITY AND INSURANCE REQUIREMENTS**

**I. Indemnity Requirements**

- A. **Indemnity for Professional Services.** To the fullest extent permitted by law, the CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify City, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Claims"), whether actual, alleged or threatened, arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of CONTRACTOR, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual for that CONTRACTOR shall bear the legal liability thereof) in the performance of professional services under this Agreement. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.
- B. **Other Indemnities.** Other than in the performance of professional services, and to the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.
- C. The above provisions are independent of and shall not in any way be limited by Insurance Requirements below. City approval of the Insurance does not in any way relieve the Contractor from liability under this Section.

**II. Insurance Requirements**

**A. General**

1. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
2. Without limiting the Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the Term of this Agreement, the following policies of insurance.
3. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.
4. If the Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

**B. Coverages**

**1. Commercial General Liability (CGL)**

- a) CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b) Limits shall be no less than \$2,000,000 per occurrence

**2. Products-Completed Operations (PCO)**

Contractor shall procure and submit to City evidence of insurance for a period of at least ten (10) years from the time that all work under this Contract is completed.

**3. Automobile Liability Insurance (ALI)**

- a) ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b) If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
  - (1) A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
  - (2) A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).



**4. Workers' Compensation (WC)**

- a) Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b) Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor does not have any employees who will be performing work on behalf of City, Contractor must provide the following:
  - (1) A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract; and
  - (2) A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

**5. Professional Liability Insurance (PL)**

- a) Covered Professional Services shall specifically include all work to be performed under this contract and delete any exclusion that may potentially affect the work to be performed.
- b) Limits shall be no less than \$1,000,000 per claim; \$2,000,000 aggregate

**C. Endorsements**

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

**1. Commercial General Liability & Contractors Pollution Liability**

**a) Additional Insured**

- (1) City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
- (2) Additional Insured Endorsements shall not:
  - (a) Be limited to "Ongoing Operations"
  - (b) Exclude "Contractual Liability"
  - (c) Restrict coverage to the "Sole" liability of Contractor
  - (d) Exclude "Third-Party-Over Actions"

(e) Contain any other exclusion contrary to the Contract

(3) Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

**b) Primary Insurance**

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

**2. Auto Liability**

**a) Additional Insured**

City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

**b) Primary Insurance**

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

**3. Workers' Compensation**

A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

**D. Insurance Obligations of Contractor**

The Insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

**E. Notice of Cancellation**

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon City except ten (10) days shall be allowed for non-payment of premium.

**F. Waiver of Subrogation**

Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall

waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether City has received a waiver of subrogation endorsement from the insurer.

**G. Evidence of Insurance**

All policies, endorsements, certificates, and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

**H. Deductible or Self-Insured Retention**

Any deductible or self-insured retention must be approved in writing by City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

**I. Contractual Liability**

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Contract.

**J. Failure to Maintain Coverage**

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Contract.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

**K. Acceptability of Insurers**

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by City.

**L. Claims Made Policies**

If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with City and an extended reporting period shall be provided for a period of at least ☐ 2 years ☒ 3 years ☐ 5 years ☐ 10 years from termination or expiration of this Contract.

**M. Insurance for Subcontractors**

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

End of Exhibit D

**City of Brea**

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**FINANCE COMMITTEE COMMUNICATION**

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**TO:** Finance Committee Members  
**FROM:** Bill Gallardo  
**DATE:** 07/09/2019  
**SUBJECT:** Change Order to the Purchase Order with IntelesysOne

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**RECOMMENDATION**

Authorize the Purchasing Agent to issue a change order in the amount of \$10,609.74 to the original purchase order with IntelesysOne for furnishing and installing the Mitel telephone and voicemail system increasing the amount from \$313,005.36 to \$323,615.10.

**BACKGROUND/DISCUSSION**

On January 15, 2019, the City Council authorized the purchase and installation of a new Mitel telephone and voicemail system in an amount of \$313,005.36 from IntelesysOne replacing the existing Avaya phone system, which is no longer supported. During the course of work, changes to the voice switches were required due to needed additional analog devices at the Civic & Cultural Center and the Brea Community Center, and the license bundle was upgraded to the advanced level to provide additional features for programming the system and the phones. Along with a few minor changes, the additional cost including tax came to \$10,609.74, or about 3.4% more. The prices for the additional requirements were based on the State of California Multiple Award Schedules (CMAS), which are in accordance with the federal General Services Administration (GSA) contracts and the National Association of State Procurement Officials (NASPO) which is a nationally procured contract.

Since the increased amount exceeds the Administrative Services Director's authority under Purchasing Code §3.24.140 – Change Order amount of the lesser of 5% of the original purchase amount or \$5,000.00, City Council's approval is requested for this change order.

**SUMMARY/FISCAL IMPACT**

The Fiscal Year 2018-19 budget has sufficient funding available in the Fixed Asset Replacement Program (FARP) (Fund 182) to pay the additional amount. There will be no additional impact to the General Fund.



**RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator

Concurrence: Cindy Russell, Administrative Services Director and

Randy Hornsby, Information Technology Manager

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## City of Brea

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### FINANCE COMMITTEE COMMUNICATION

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**TO:** Finance Committee Members  
**FROM:** Bill Gallardo  
**DATE:** 07/09/2019  
**SUBJECT:** Copier Equipment Rentals and Leases

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#### **RECOMMENDATION**

Authorize the Purchasing Agent to execute the rental, lease, and maintenance agreements with Canon Solutions America, Inc. for a total of \$14,816.49 per year based on 60-month rentals and leases of digital printing/copying equipment plus as-needed print charges estimated to be \$6,285.26 per year; and to issue annual purchase orders based on available budget appropriations.

#### **BACKGROUND/DISCUSSION**

City departments utilize digital printing/copying equipment (equipment) to print an average of 66,487 copies per month or 797,844 per year. This equipment helps departments to meet their immediate needs for lower volume printing and copying. The high-speed/high-volume equipment located in Reprographics provides services for their larger printing and copying requirements. To help align department's needs with the right equipment at the right price, Purchasing reviewed the features and historical volume of each of the existing units, conferred with using departments, consulted with copier vendors, and visited a showroom for product demonstrations. Staff discovered that many units were underutilized, meaning that their capacity far exceeded their monthly volume; some had features that were not used at all or rarely used; while some were underperforming production requirements.

The scenario that best meets Brea's current copying requirements and provides significant cost savings is to rent and lease all new units from Canon based on the competitively bid Orange County Rental Contract and the National Intergovernmental Purchasing Alliance (NIPA) cooperative purchasing contract. Use of these cooperative purchasing programs is authorized under section 3.24.170 of the Brea City Code.

Based on the historical volume for the current equipment, the cost of the equipment (rent and lease cost) and as-needed print charges, which includes all maintenance and supplies, except for paper is estimated to be \$64,124.45 per year. The comparative costs for the new equipment would be about \$21,101.74 per year, resulting in projected savings of \$43,022.71 per year or \$215,113.55 over the five-year agreements. The summary below provides the current costs, projected costs, and projected savings.

Current Annual Costs	Projected Annual Costs	Projected Annual Savings	Projected Five-Year Savings
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\$64,124.45	\$21,101.74	\$43,022.71	\$215,113.55
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Under the terms and conditions of the Orange County Rental Contract and the NIPA contract, the City has the right to terminate should funding or appropriations not be forthcoming.

**SUMMARY/FISCAL IMPACT**

The Fiscal Year 2019-20 budget has sufficient funding available in the Administrative Services Department's Purchasing Division Account (110-14-1441-4253).

**RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator

Concurrence: Cindy Russell, Administrative Services Director

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**Attachments**

Rental Agreements

Lease Agreement

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				<b>RENTAL AGREEMENT</b>				<b>DATE SUBMITTED</b> 6/19/2019		<b>ORDER #</b> S0942800	
CANON SOLUTIONS AMERICA Canon Solutions America, Inc. ("CSA") One Canon Park, Melville, NY 11747								<b>Sales Representative Name</b> Colleen Kay Lambert			
<b>BILL TO</b>	<b>Customer Name</b> BREA, CITY OF				<b>SHIP TO (IF DIFFERENT)</b>	<b>Customer Name</b> BREA, CITY OF					
	<b>Address</b> 1 CIVIC CENTER CIRCLE - Purchasing					<b>Address</b> 1 CIVIC CENTER CIRCLE - Floor 3 Comm. Dev					
	<b>City/State/Zip</b> BREA / CA / 92821-5732					<b>City/State/Zip</b> BREA / CA / 92821-5732					
	<b>Party Number</b> 1316872					<b>Party Number</b> 1316872					
<b>Existing Master Agreement?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>Existing Master Agreement #:</b> RCA-017-17010032		<b>Rental Term</b> 60 months		<b>Tax Exempt Certificate Attached?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Tax Exempt?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Renewal?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Rental Price List</b> R County of Orange 60 MTHS						<b>Purchase Order #</b>		<b>Purchase Order</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Effective Date</b>	
<b>Qty</b>	<b>Item Number</b>	<b>Equipment Type</b>	<b>Equipment Description</b>			<b>Serial</b>	<b>Month Rent per Unit</b>	<b>Allowance</b>	<b>CPC above allowance</b>		
1	3275C002	Engine	IRADVC5540IV3				\$98.14	0	0.0055 B&W		
1	0619C002	Accessory	BUFFER PASS UNIT-L1				\$3.40		0.0400 Color		
1	0609C002	Accessory	CASSETTE FEEDING UNIT-AM1				\$8.67				
1	1972V064	Accessory	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D				\$2.57				
1	4848B065	Accessory	MEAP WEB CONNECTION KIT V5.2 FOR GEN3				\$0.01				
1	0613C002	Accessory	STAPLE FINISHER-Y1				\$20.54				
						Cost per unit	\$ 133.33				
						Sales Tax	\$ 10.33				
						<b>Total Cost</b>	<b>\$ 143.66</b>				
<b>Please refer to Master Agreement with County of Orange Procurement RCA -017-17010032, which precedes the CSA Rental Agreement.</b>											
<b>Pricing for MFP/Copiers Includes</b> <input type="checkbox"/> Toner Inclusive (excludes paper & staples) <input checked="" type="checkbox"/> Toner Inclusive & Staples (excludes paper) <input type="checkbox"/> No Supplies						<b>Additional Requirements</b> <input checked="" type="checkbox"/> Standard (Usage billed monthly in arrears; Based on date of Install, Consolidated) <input type="checkbox"/> Special Billing Connect product to Customer Network? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<b>Credit Card Recurring Billing</b> Requires submission of secure credit card authorization form.											

BY YOUR SIGNATURE BELOW, YOU AGREE TO RENT, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Shipping Instructions	Customer Delivery Information	Customer IT Contact Information
Ship Via: _____ Hours of Operation <u>8 - 5</u> Number of Steps <u>0</u> Elevator <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Loading Dock <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name <u>Verenice Ramirez</u> Email <u>verenicer@cityofbrea.net</u> Phone <u>714.990.7787</u> Earliest Date for Delivery: <u>7</u> / <u>31</u> / <u>2019</u> Special Delivery/Installation Instruction _____	This individual may be contacted for network connectivity. Name <u>Randy Hornsby</u> Phone <u>714.990.7263</u> Email <u>RandyH@cityofbrea.net</u>

IF ORDER INCLUDES PICK-UP/TRADE-IN'S, COMPLETE THE ADDITIONAL EQUIPMENT TRADE-IN FORM.





				<b>RENTAL AGREEMENT</b>				<b>DATE SUBMITTED</b> 6/19/2019		<b>ORDER #</b> S0942777	
CANON SOLUTIONS AMERICA Canon Solutions America, Inc. ("CSA") One Canon Park, Melville, NY 11747								<b>Sales Representative Name</b> Colleen Kay Lambert			
<b>BILL TO</b>	<b>Customer Name</b> BREA, CITY OF				<b>SHIP TO (IF DIFFERENT)</b>	<b>Customer Name</b> BREA, CITY OF					
	<b>Address</b> 1 CIVIC CENTER CIRCLE - Purchasing					<b>Address</b> 500 Sievers Avenue - Senior Center					
	<b>City/State/Zip</b> BREA / CA / 92821-5732					<b>City/State/Zip</b> BREA / CA / 92821-5732					
	<b>Party Number</b> 1316872					<b>Party Number</b> 1316872					
<b>Existing Master Agreement?</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>Existing Master Agreement #:</b> RCA-017-17010032		<b>Rental Term</b> 60 months		<b>Tax Exempt Certificate Attached?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
								<b>Tax Exempt?</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
								<b>Renewal?</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Rental Price List</b> R County of Orange 60 MTHS						<b>Purchase Order #</b>		<b>Purchase Order</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
										<b>Effective Date</b>	

Qty	Item Number	Equipment Type	Equipment Description	Serial	Month Rent per Unit	Allowance	CPC above allowance
1	3324C001	Engine	IRADV4551IV3		\$55.25	0	0.0049 B&W
1	2299C001	Accessory	CABINET TYPE-Q		\$2.95		
1	1972V064	Accessory	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D		\$2.57		
1	1423C002	Accessory	INNER FINISHER-J1		\$10.96		
1	4848B065	Accessory	MEAP WEB CONNECTION KIT V5.2 FOR GEN3		\$0.01		
				Cost per unit	\$ 71.74		
				Sales Tax	\$ 5.56		
				<b>Total Cost</b>	<b>\$ 77.30</b>		

Please refer to Master Agreement with County of Orange Procurement RCA -017-17010032, which precedes the CSA Rental Agreement.

<b>Pricing for MFP/Copiers Includes</b>		<b>Additional Requirements</b>	
<input type="checkbox"/> Toner Inclusive (excludes paper & staples) <input checked="" type="checkbox"/> Toner Inclusive & Staples (excludes paper) <input type="checkbox"/> No Supplies		<input checked="" type="checkbox"/> Standard (Usage billed monthly in arrears; Based on date of Install, Consolidated) <input type="checkbox"/> Special Billing Connect product to Customer Network? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

**Credit Card Recurring Billing**  
 Requires submission of secure credit card authorization form.

BY YOUR SIGNATURE BELOW, YOU AGREE TO RENT, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Shipping Instructions	Customer Delivery Information	Customer IT Contact Information
Ship Via: _____ Hours of Operation    8 - 3 Number of Steps    0 Elevator <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Loading Dock <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name    Verenice Ramirez Email    verenicer@cityofbrea.net Phone    714.990.7787 Earliest Date for Delivery: 7 / 31 / 2019 Special Delivery/Installation Instruction	This individual may be contacted for network connectivity. Name    Randy Hornsby Phone    714.990.7263 Email    RandyH@cityofbrea.net

IF ORDER INCLUDES PICK-UP/TRADE-IN'S, COMPLETE THE ADDITIONAL EQUIPMENT TRADE-IN FORM.



 <b>CANON SOLUTIONS AMERICA</b> Canon Solutions America, Inc. ("CSA") One Canon Park, Melville, NY 11747	RENTAL AGREEMENT		<b>DATE SUBMITTED</b> 6/19/2019	<b>ORDER #</b> S0942777
				<b>Sales Representative Name</b> Colleen Kay Lambert

BILL TO	Customer Name BREA, CITY OF	SHIP TO (IF DIFFERENT)	Customer Name BREA, CITY OF
	Address 1 CIVIC CENTER CIRCLE - Purchasing		Address 1 CIVIC CENTER CIRCLE - Floor 1 PD Records #2
	City/State/Zip BREA / CA / 92821-5732		City/State/Zip BREA / CA / 92821-5732
	Party Number 1316872		Party Number 1316872

Existing Master Agreement?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Existing Master Agreement #:	RCA-017-17010032	Rental Term	60 months	Tax Exempt Certificate Attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exempt?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Renewal?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Rental Price List R County of Orange 60 MTHS	Purchase Order #	Purchase Order	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Effective Date
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Qty	Item Number	Equipment Type	Equipment Description	Serial	Month Rent per Unit	Allowance	CPC above allowance
1	3324C001	Engine	IRADV4551IV3		\$55.25	0	0.0049 B&W
1	2299C001	Accessory	CABINET TYPE-Q		\$2.95		
1	1972V064	Accessory	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D		\$2.57		
1	1423C002	Accessory	INNER FINISHER-J1		\$10.96		
1	4848B065	Accessory	MEAP WEB CONNECTION KIT V5.2 FOR GEN3		\$0.01		
				Cost per unit	\$ 71.74		
				Sales Tax	\$ 5.56		
				<b>Total Cost</b>	<b>\$ 77.30</b>		

Please refer to Master Agreement with County of Orange Procurement RCA -017-17010032, which precedes the CSA Rental Agreement.

<b>Pricing for MFP/Copiers Includes</b> <input type="checkbox"/> Toner Inclusive (excludes paper & staples) <input checked="" type="checkbox"/> Toner Inclusive & Staples (excludes paper) <input type="checkbox"/> No Supplies	<b>Additional Requirements</b> <input checked="" type="checkbox"/> Standard (Usage billed monthly in arrears; Based on date of Install, Consolidated) <input type="checkbox"/> Special Billing Connect product to Customer Network? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Shipping Instructions	Customer Delivery Information	Customer IT Contact Information
Ship Via: _____ Hours of Operation <u>8 - 5</u> Number of Steps <u>0</u> Elevator <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Loading Dock <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name <u>Verenice Ramirez</u> Email <u>verenicer@cityofbrea.net</u> Phone <u>714.990.7787</u> Earliest Date for Delivery: <u>7</u> / <u>31</u> / <u>2019</u> Special Delivery/Installation Instruction _____	This individual may be contacted for network connectivity. Name <u>Randy Hornsby</u> Phone <u>714.990.7263</u> Email <u>RandyH@cityofbrea.net</u>

IF ORDER INCLUDES PICK-UP/TRADE-IN'S, COMPLETE THE ADDITIONAL EQUIPMENT TRADE-IN FORM.

<b>CANON SOLUTIONS AMERICA</b> Canon Solutions America, Inc. ("CSA") One Canon Park, Melville, NY 11747				<b>RENTAL AGREEMENT</b>				<b>DATE SUBMITTED</b> 6/19/2019		<b>ORDER #</b> S0942785	
				Sales Representative Name Colleen Kay Lambert							

<b>BILL TO</b>	Customer Name BREA, CITY OF			<b>SHIP TO (IF DIFFERENT)</b>	Customer Name BREA, CITY OF		
	Address 1 CIVIC CENTER CIRCLE - Purchasing				Address 1 CIVIC CENTER CIRCLE - Floor 2 Comm. & Mkt.		
	City/State/Zip BREA / CA / 92821-5732				City/State/Zip BREA / CA / 92821-5732		
	Party Number 1316872				Party Number 1316872		

Existing Master Agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Existing Master Agreement #: RCA-017-17010032		Rental Term 60 months		Tax Exempt Certificate Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		Tax Exempt? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Rental Price List R County of Orange 60 MTHS				Purchase Order #		Purchase Order <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Effective Date			

Qty	Item Number	Equipment Type	Equipment Description	Serial	Month Rent per Unit	Allowance	CPC above allowance
1	3324C001	Engine	IRADV4551IV3		\$55.25	0	0.0049 B&W
1	2299C001	Accessory	CABINET TYPE-Q		\$2.95		
1	1972V064	Accessory	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D		\$2.57		
1	4848B065	Accessory	MEAP WEB CONNECTION KIT V5.4 FOR GEN3		\$0.01		
				Cost per unit	\$ 60.78		
				Sales Tax	\$ 4.71		
				<b>Total Cost</b>	<b>\$ 65.49</b>		

Please refer to Master Agreement with County of Orange Procurement RCA -017-17010032, which precedes the CSA Rental Agreement.

<b>Pricing for MFP/Copiers Includes</b>  <input type="checkbox"/> Toner Inclusive (excludes paper & staples) <input checked="" type="checkbox"/> Toner Inclusive & Staples (excludes paper) <input type="checkbox"/> No Supplies				<b>Additional Requirements</b>  <input checked="" type="checkbox"/> Standard (Usage billed monthly in arrears; Based on date of Install, Consolidated) <input type="checkbox"/> Special Billing Connect product to Customer Network? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
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**Credit Card Recurring Billing**  
 Requires submission of secure credit card authorization form.

BY YOUR SIGNATURE BELOW, YOU AGREE TO RENT, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Shipping Instructions	Customer Delivery Information	Customer IT Contact Information
Ship Via: _____ Hours of Operation <u>8 - 5</u> Number of Steps <u>0</u> Elevator <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Loading Dock <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name <u>Verenice Ramirez</u> Email <u>verenicer@ci.brea.ca.us</u> Phone <u>714.990.7787</u> Earliest Date for Delivery: <u>7</u> / <u>31</u> / 2019 Special Delivery/Installation Instruction _____	This individual may be contacted for network connectivity. Name <u>Randy Hornsby</u> Phone <u>714.990.7263</u> Email <u>RandyH@cityofbrea.net</u>

IF ORDER INCLUDES PICK-UP/TRADE-IN'S, COMPLETE THE ADDITIONAL EQUIPMENT TRADE-IN FORM.

<p><b>CANON SOLUTIONS AMERICA</b>          Canon Solutions America, Inc. ("CSA")          One Canon Park, Melville, NY 11747</p>	<b>RENTAL AGREEMENT</b>	<b>DATE SUBMITTED</b> 6/19/2019	<b>ORDER #</b> S0942787
	<b>Sales Representative Name</b> Colleen Kay Lambert		

<b>BILL TO</b>	Customer Name BREA, CITY OF	<b>SHIP TO (IF DIFFERENT)</b>	Customer Name BREA, CITY OF
	Address 1 CIVIC CENTER CIRCLE - Purchasing		Address 1 CIVIC CENTER CIRCLE - Floor 3 Pacific Room
	City/State/Zip BREA / CA / 92821-5732		City/State/Zip BREA / CA / 92821-5732
	Party Number 1316872		Party Number 1316872

Existing Master Agreement?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Existing Master Agreement #: RCA-017-17010032	Rental Term 60 months	Tax Exempt Certificate Attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exempt?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Renewal?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Rental Price List R County of Orange 60 MTHS	Purchase Order #	Purchase Order	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Effective Date
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Qty	Item Number	Equipment Type	Equipment Description	Serial	Month Rent per Unit	Allowance	CPC above allowance
1	3324C001	Engine	IRADV4551IV3		\$55.25	0	0.0049 B&W
1	0609C002	Accessory	CASSETTE FEEDING UNIT-AM1		\$8.67		
1	1426C001	Accessory	BUFFER PASS UNIT-N1		\$3.57		
1	1972V064	Accessory	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D		\$2.57		
1	4848B065	Accessory	MEAP WEB CONNECTION KIT V5.4 FOR GEN3		\$0.01		
1	0613C002	Accessory	STAPLE FINISHER-Y1		\$20.54		
				Cost per unit	\$ 90.61		
				Sales Tax	\$ 7.02		
				<b>Total Cost</b>	<b>\$ 97.63</b>		

Please refer to Master Agreement with County of Orange Procurement RCA -017-17010032, which precedes the CSA Rental Agreement.

<b>Pricing for MFP/Copiers Includes</b>  <input type="checkbox"/> Toner Inclusive (excludes paper & staples) <input checked="" type="checkbox"/> Toner Inclusive & Staples (excludes paper) <input type="checkbox"/> No Supplies	<b>Additional Requirements</b>  <input checked="" type="checkbox"/> Standard (Usage billed monthly in arrears; Based on date of Install, Consolidated) <input type="checkbox"/> Special Billing Connect product to Customer Network? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	--

<b>Credit Card Recurring Billing</b> Requires submission of secure credit card authorization form.
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BY YOUR SIGNATURE BELOW, YOU AGREE TO RENT, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Shipping Instructions	Customer Delivery Information	Customer IT Contact Information
Ship Via: _____  Hours of Operation <u>8 - 5</u>  Number of Steps <u>0</u>  Elevator <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Loading Dock <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name <u>Verenice Ramirez</u> Email <u>verenicer@ci.brea.ca.us</u> Phone <u>714.990.7787</u> Earliest Date for Delivery: <u>7</u> / <u>31</u> / <u>2019</u> Special Delivery/Installation Instruction _____	This individual may be contacted for network connectivity.  Name <u>Randy Hornsby</u> Phone <u>714.990.7263</u> Email <u>RandyH@cityofbrea.net</u>

IF ORDER INCLUDES PICK-UP/TRADE-IN'S, COMPLETE THE ADDITIONAL EQUIPMENT TRADE-IN FORM.



 <b>CANON SOLUTIONS AMERICA</b> Canon Solutions America, Inc. ("CSA") One Canon Park, Melville, NY 11747		<b>RENTAL AGREEMENT</b>		<b>DATE SUBMITTED</b> 6/19/2019	<b>ORDER #</b> S0942794
		<b>Sales Representative Name</b> Colleen Kay Lambert			

<b>BILL TO</b>	<b>Customer Name</b> BREA, CITY OF	<b>SHIP TO (IF DIFFERENT)</b>	<b>Customer Name</b> BREA, CITY OF
	<b>Address</b> 1 CIVIC CENTER CIRCLE - Purchasing		<b>Address</b> 1 CIVIC CENTER CIRCLE - Floor 3 Mgmt. Hall
	<b>City/State/Zip</b> BREA / CA / 92821-5732		<b>City/State/Zip</b> BREA / CA / 92821-5732
	<b>Party Number</b> 1316872		<b>Party Number</b> 1316872

<b>Existing Master Agreement?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Existing Master Agreement #:</b> RCA-017-17010032	<b>Rental Term</b> 60 months	<b>Tax Exempt Certificate Attached?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Tax Exempt?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Renewal?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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<b>Rental Price List</b> R County of Orange 60 MTHS	<b>Purchase Order #</b>	<b>Purchase Order</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Effective Date</b>
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Qty	Item Number	Equipment Type	Equipment Description	Serial	Month Rent per Unit	Allowance	CPC above allowance
1	3324C001	Engine	IRADV4551IV3		\$55.25	0	0.0049 B&W
1	0609C002	Accessory	CASSETTE FEEDING UNIT-AM1		\$8.67		
1	1972V064	Accessory	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D		\$2.57		
1	1423C002	Accessory	INNER FINISHER-J1		\$10.96		
1	4848B065	Accessory	MEAP WEB CONNECTION KIT V5.4 FOR GEN3		\$0.01		
				Cost per unit	\$ 77.46		
				Sales Tax	\$ 6.00		
				<b>Total Cost</b>	<b>\$ 83.46</b>		

Please refer to Master Agreement with County of Orange Procurement RCA -017-17010032, which precedes the CSA Rental Agreement.

<b>Pricing for MFP/Copiers Includes</b>  <input type="checkbox"/> Toner Inclusive (excludes paper & staples) <input checked="" type="checkbox"/> Toner Inclusive & Staples (excludes paper) <input type="checkbox"/> No Supplies	<b>Additional Requirements</b>  <input checked="" type="checkbox"/> Standard (Usage billed monthly in arrears; Based on date of Install, Consolidated) <input type="checkbox"/> Special Billing Connect product to Customer Network? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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**Credit Card Recurring Billing**  
 Requires submission of secure credit card authorization form.

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Customer's Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Shipping Instructions	Customer Delivery Information	Customer IT Contact Information
Ship Via: _____  Hours of Operation <u>8 - 5</u>  Number of Steps <u>0</u>  Elevator <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Loading Dock <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name <u>Verenice Ramirez</u> Email <u>verenicer@cityofbrea.net</u> Phone <u>714.990.7787</u> Earliest Date for Delivery: <u>7</u> / <u>31</u> / <u>2019</u> Special Delivery/Installation Instruction _____	This individual may be contacted for network connectivity.  Name <u>Randy Hornsby</u> Phone <u>714.990.7263</u> Email <u>RandyH@cityofbrea.net</u>

IF ORDER INCLUDES PICK-UP/TRADE-IN'S, COMPLETE THE ADDITIONAL EQUIPMENT TRADE-IN FORM.

 <b>CANON SOLUTIONS AMERICA</b> Canon Solutions America, Inc. ("CSA") One Canon Park, Melville, NY 11747		<b>RENTAL AGREEMENT</b>		<b>DATE SUBMITTED</b> 6/19/2019	<b>ORDER #</b> S0942794
		<b>Sales Representative Name</b> Colleen Kay Lambert			

<b>BILL TO</b>	<b>Customer Name</b> BREA, CITY OF	<b>SHIP TO (IF DIFFERENT)</b>	<b>Customer Name</b> BREA, CITY OF
	<b>Address</b> 1 CIVIC CENTER CIRCLE - Purchasing		<b>Address</b> 545 Berry Street - Public Works
	<b>City/State/Zip</b> BREA / CA / 92821-5732		<b>City/State/Zip</b> BREA / CA / 92821-5732
	<b>Party Number</b> 1316872		<b>Party Number</b> 1316872

<b>Existing Master Agreement?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Existing Master Agreement #:</b> RCA-017-17010032	<b>Rental Term</b> 60 months	<b>Tax Exempt Certificate Attached?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Tax Exempt?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Renewal?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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<b>Rental Price List</b> R County of Orange 60 MTHS	<b>Purchase Order #</b>	<b>Purchase Order</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Effective Date</b>
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Qty	Item Number	Equipment Type	Equipment Description	Serial	Month Rent per Unit	Allowance	CPC above allowance
1	3324C001	Engine	IRADV4551IV3		\$55.25	0	0.0049 B&W
1	0609C002	Accessory	CASSETTE FEEDING UNIT-AM1		\$8.67		
1	1972V064	Accessory	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D		\$2.57		
1	1423C002	Accessory	INNER FINISHER-J1		\$10.96		
1	4848B065	Accessory	MEAP WEB CONNECTION KIT V5.4 FOR GEN3		\$0.01		
				Cost per unit	\$ 77.46		
				Sales Tax	\$ 6.00		
				<b>Total Cost</b>	<b>\$ 83.46</b>		

Please refer to Master Agreement with County of Orange Procurement RCA -017-17010032, which precedes the CSA Rental Agreement.

<b>Pricing for MFP/Copiers Includes</b>  <input type="checkbox"/> Toner Inclusive (excludes paper & staples) <input checked="" type="checkbox"/> Toner Inclusive & Staples (excludes paper) <input type="checkbox"/> No Supplies	<b>Additional Requirements</b>  <input checked="" type="checkbox"/> Standard (Usage billed monthly in arrears; Based on date of Install, Consolidated) <input type="checkbox"/> Special Billing Connect product to Customer Network? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	--

**Credit Card Recurring Billing**  
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BY YOUR SIGNATURE BELOW, YOU AGREE TO RENT, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Shipping Instructions	Customer Delivery Information	Customer IT Contact Information
Ship Via: _____  Hours of Operation <u>8 - 5</u>  Number of Steps <u>0</u>  Elevator <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Loading Dock <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name <u>Verenice Ramirez</u> Email <u>verenicer@cityofbrea.net</u> Phone <u>714.990.7787</u> Earliest Date for Delivery: <u>7</u> / <u>31</u> / 2019 Special Delivery/Installation Instruction _____	This individual may be contacted for network connectivity.  Name <u>Randy Hornsby</u> Phone <u>714.990.7263</u> Email <u>RandyH@cityofbrea.net</u>

IF ORDER INCLUDES PICK-UP/TRADE-IN'S, COMPLETE THE ADDITIONAL EQUIPMENT TRADE-IN FORM.

				<b>RENTAL AGREEMENT</b>				<b>DATE SUBMITTED</b> 6/19/2019		<b>ORDER #</b> S0942794	
CANON SOLUTIONS AMERICA Canon Solutions America, Inc. ("CSA") One Canon Park, Melville, NY 11747								<b>Sales Representative Name</b> Colleen Kay Lambert			
<b>BILL TO</b>	<b>Customer Name</b> BREA, CITY OF				<b>SHIP TO (IF DIFFERENT)</b>	<b>Customer Name</b> BREA, CITY OF					
	<b>Address</b> 1 CIVIC CENTER CIRCLE - Purchasing					<b>Address</b> 695 Madison Way - BCC/Lobby					
	<b>City/State/Zip</b> BREA / CA / 92821-5732					<b>City/State/Zip</b> BREA / CA / 92821-5732					
	<b>Party Number</b> 1316872					<b>Party Number</b> 1316872					
<b>Existing Master Agreement?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>Existing Master Agreement #:</b> RCA-017-17010032		<b>Rental Term</b> 60 months		<b>Tax Exempt Certificate Attached?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Tax Exempt?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Renewal?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Rental Price List</b> R County of Orange 60 MTHS						<b>Purchase Order #</b>		<b>Purchase Order</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Effective Date</b>	
<b>Qty</b>	<b>Item Number</b>	<b>Equipment Type</b>	<b>Equipment Description</b>			<b>Serial</b>	<b>Month Rent per Unit</b>	<b>Allowance</b>	<b>CPC above allowance</b>		
1	3324C001	Engine	IRADV4551IV3				\$55.25	0	0.0049 B&W		
1	0609C002	Accessory	CASSETTE FEEDING UNIT-AM1				\$8.67				
1	1972V064	Accessory	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D				\$2.57				
1	1423C002	Accessory	INNER FINISHER-J1				\$10.96				
1	4848B065	Accessory	MEAP WEB CONNECTION KIT V5.4 FOR GEN3				\$0.01				
						Cost per unit	\$ 77.46				
						Sales Tax	\$ 6.00				
						<b>Total Cost</b>	<b>\$ 83.46</b>				
<b>Please refer to Master Agreement with County of Orange Procurement RCA -017-17010032, which precedes the CSA Rental Agreement.</b>											
<b>Pricing for MFP/Copiers Includes</b> <input type="checkbox"/> Toner Inclusive (excludes paper & staples) <input checked="" type="checkbox"/> Toner Inclusive & Staples (excludes paper) <input type="checkbox"/> No Supplies						<b>Additional Requirements</b> <input checked="" type="checkbox"/> Standard (Usage billed monthly in arrears; Based on date of Install, Consolidated) <input type="checkbox"/> Special Billing Connect product to Customer Network? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<b>Credit Card Recurring Billing</b> Requires submission of secure credit card authorization form.											

BY YOUR SIGNATURE BELOW, YOU AGREE TO RENT, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

<b>Shipping Instructions</b>	<b>Customer Delivery Information</b>	<b>Customer IT Contact Information</b>
Ship Via: _____ Hours of Operation <u>8 - 5</u> Number of Steps <u>0</u> Elevator <input type="checkbox"/> Yes <input type="checkbox"/> No Loading Dock <input type="checkbox"/> Yes <input type="checkbox"/> No	Name <u>Verenice Ramirez</u> Email <u>verenicer@cityofbrea.net</u> Phone <u>714.990.7787</u> Earliest Date for Delivery: <u>7</u> / <u>31</u> / 2019 Special Delivery/Installation Instruction _____	This individual may be contacted for network connectivity. Name <u>Randy Hornsby</u> Phone <u>714.990.7263</u> Email <u>RandyH@cityofbrea.net</u>

IF ORDER INCLUDES PICK-UP/TRADE-IN'S, COMPLETE THE ADDITIONAL EQUIPMENT TRADE-IN FORM.

 <b>CANON SOLUTIONS AMERICA</b> Canon Solutions America, Inc. ("CSA") One Canon Park, Melville, NY 11747		<b>RENTAL AGREEMENT</b>		<b>DATE SUBMITTED</b> 6/19/2019	<b>ORDER #</b> S0942796
		<b>Sales Representative Name</b> Colleen Kay Lambert			

<b>BILL TO</b>	Customer Name BREA, CITY OF	<b>SHIP TO (IF DIFFERENT)</b>	Customer Name BREA, CITY OF	
	Address 1 CIVIC CENTER CIRCLE - Purchasing		Address 1 CIVIC CENTER CIRCLE - P2 PD Dispatch	
	City/State/Zip BREA / CA / 92821-5732		City/State/Zip BREA / CA / 92821-5732	
	Party Number 1316872		Party Number 1316872	

Existing Master Agreement?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Existing Master Agreement #:	RCA-017-17010032	Rental Term	60 months	Tax Exempt Certificate Attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exempt?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Renewal?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Rental Price List R County of Orange 60 MTHS						Purchase Order #		Purchase Order		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Qty	Item Number	Equipment Type	Equipment Description	Serial	Month Rent per Unit	Allowance	CPC above allowance
1	1408C026	Engine	IRADV4551IV2		\$55.28	0	0.0049 B&W
1	2858B002	Accessory	SUPER G3 FAX BOARD - AG1		\$3.17		
1	2299C001	Accessory	CABINET TYPE-Q		\$2.95		
1	1972V064	Accessory	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D		\$2.57		
1	1423C002	Accessory	INNER FINISHER-J1		\$10.96		
1	4848B065	Accessory	MEAP WEB CONNECTION KIT V5.2 FOR GEN3		\$0.01		
				Cost per unit	\$ 74.94		
				Sales Tax	\$ 5.81		
				<b>Total Cost</b>	<b>\$ 80.75</b>		

Please refer to Master Agreement with County of Orange Procurement RCA -017-17010032, which precedes the CSA Rental Agreement.

<b>Pricing for MFP/Copiers Includes</b>  <input type="checkbox"/> Toner Inclusive (excludes paper & staples) <input checked="" type="checkbox"/> Toner Inclusive & Staples (excludes paper) <input type="checkbox"/> No Supplies	<b>Additional Requirements</b>  <input checked="" type="checkbox"/> Standard (Usage billed monthly in arrears; Based on date of Install, Consolidated) <input type="checkbox"/> Special Billing Connect product to Customer Network? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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**Credit Card Recurring Billing**  
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Customer's Authorized Signature \_\_\_\_\_

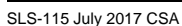
Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Shipping Instructions	Customer Delivery Information	Customer IT Contact Information
Ship Via: _____  Hours of Operation <u>8 - 5</u>  Number of Steps <u>0</u>  Elevator <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Loading Dock <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name <u>Verenice Ramirez</u> Email <u>verenicer@cityofbrea.net</u> Phone <u>714.990.7787</u> Earliest Date for Delivery: <u>7</u> / <u>31</u> / <u>2019</u> Special Delivery/Installation Instruction _____	This individual may be contacted for network connectivity.  Name <u>Randy Hornsby</u> Phone <u>714.990.7263</u> Email <u>RandyH@cityofbrea.net</u>

IF ORDER INCLUDES PICK-UP/TRADE-IN'S, COMPLETE THE ADDITIONAL EQUIPMENT TRADE-IN FORM.









CANON SOLUTIONS AMERICA

Canon Solutions Americas, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800) 613-2228

## UNIFIED LEASE AGREEMENT ADDENDUM

**\*National IPA\***

Customer: BREA CALIFORNIA CITY OF		Related to Unified Lease Agreement – ULF#: <b>S0929805</b>	
Street Address: 1 CIVIC CTR CIR	City : BREA	State: CA	Zip: 92821
Equipment Description: (4) ICMF525DW;		Term: 60	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer, together with any Guarantors, have determined that it is for their mutual benefit to enter into this Unified Lease Agreement Addendum ("Addendum") to the above-described Unified Lease Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:

This transaction shall be governed in all respects by the Ts&Cs of contract # FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.

2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.
4. CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's and any Guarantor's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTORS AND ACCEPTED BY CSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the date set forth below.

**Canon Solutions America, Inc.**

BREA CALIFORNIA CITY OF

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800) 613-2228

## ACQUISITION AGREEMENT LEASE OR PURCHASE

\*National IPA\*

# S0929805.02Salesperson Colleen Kay LambertOrder Date: 6 / 24 / 2019

<b>Customer ("you"):</b>		Customer Account:		<b>Ship To:</b>		Customer Account:	
Company: CITY OF BREA				Company: CITY OF BREA			
Address: 1 CIVIC Center Circle - Purchasing				Address: Please See Addendum			
City: BREA		County: ORANGE		City:		County:	
State: CA	Zip: 92821	Phone #: 714.990.7787		State:	Zip:	Phone #:	
Contact: Neil Groom		Fax #:		Contact: Please See Addendum		Fax #:	
Email: neilg@cityofbrea.net				Email:			

**Lease or Purchase:**

- ☒ You agree to lease the items listed below or in any addendum(s) to this Agreement from the Leasing Company identified below, at the fixed periodic lease payments indicated below or in any addendum(s) to this Agreement and for the fixed term specified in the lease agreement between you and the Leasing Company. Delivery to you of the items specified is contingent on you signing a lease agreement with the Leasing Company.

☒ Canon Financial Services, Inc. ☐ Other (Name of Leasing Company): \_\_\_\_\_

- ☐ You agree to purchase the items listed below or in any addendum(s) to this Agreement, for the purchase price specified.

The "bill to" for the items listed is the Leasing Company or you, depending on which box is checked above.

**PLEASE PRINT**

Equipment, Supplies and Licenses of Application Software with listed third party support contracts:

Item Code	Product Description	Qty	Unit Price	Periodic Lease Payment or Purchase Price
	Please See Addendum			

***This transaction shall be governed in all respects by the Terms and conditions of contract # FI-R-0251-18 dated 10-1-2018 between Canon Solutions America, Inc. and DuPage County and any terms and conditions which conflict with or vary from the contract terms shall be deemed null and void.***

Payment Terms	Other Requirements	Subtotal from Supplemental Addendum	108.00
<input type="checkbox"/> Check with Order Check # _____	<input checked="" type="checkbox"/> P.O. Required P.O. # _____	Subtotal	108.00
<input type="checkbox"/> Net 30	<input type="checkbox"/> Tax Exempt (Attach Certificate)	Delivery/Install	0.00
<input checked="" type="checkbox"/> Lease	<input type="checkbox"/> Customer Declines Equipment Maintenance	Sales Tax	8.37
<input type="checkbox"/> Other _____		Total	<b>\$ 116.37</b>
<input type="checkbox"/> Credit Card: Requires submission of secure credit card authorization form.		Deposit	0.00
		Balance Due	

Shipping Instructions	Customer Delivery Information	Customer IT Contact Information
Ship Via: _____ Hours of Operation <u>8-5</u> Number of Steps _____ Elevator Yes <input type="checkbox"/> No <input type="checkbox"/> Loading Dock Yes <input type="checkbox"/> No <input type="checkbox"/>	Name <u>Verenice Ramriez</u> Email <u>verenicer@ci.brea.ca.us</u> Phone <u>714.990.7787</u> Earliest Date for Delivery: <u>8</u> / <u>14</u> / <u>2019</u> Special Delivery/Installation Instruction <u>Please refer to the attached shipping address list for each delivery location.</u>	This individual may be contacted for network connectivity. Name <u>Randy Hornsby</u> Phone <u>714.990.7263</u> Email <u>RandyH@cityofbrea.net</u>

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE OR PURCHASE, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

# S0929805.02

These are the additional terms and conditions referred to on the face page to which they are attached. Such face page and addendum(s), collectively with these terms and conditions, the "Agreement."

**1. LEASE OR PURCHASE PRICE AND PAYMENT.** You agree to lease or purchase the units of equipment and supplies (the "Equipment") and licenses of application software with separate support contracts (the "Listed Software" and, together with the Equipment, the "Listed Items"), in each case as indicated on the face page hereof or in any addendum(s) hereto. (a) If purchasing the Listed Items, the total purchase price specified in the Agreement, including sales taxes and delivery/installation charges, is due and payable in accordance with the payment terms of this Agreement. (b) If leasing the Listed Items, CSA shall sell the Listed Items to the Leasing Company subject in all respects to the warranty limitations and disclaimers and limitations of liability in this Agreement. You shall enter into a lease agreement with the Leasing Company providing, in addition to such terms and conditions as the Leasing Company shall require, for fixed periodic lease payments indicated herein over a fixed lease term as specified in the lease agreement. Delivery/installation charges, if separately itemized in this Agreement, are due and payable in accordance with the payment terms of this Agreement. You are responsible for payment of sales or use taxes on monthly rentals if applicable, even if not specified in this Agreement. (c) In addition to the amounts shown in this Agreement, you shall pay CSA's rates for any special rigging for delivery and installation when CSA notifies you of in advance, subject to your approval. (d) CSA will, at no additional charge, install all Equipment in accordance with its normal practices and requirements. Maintenance and any other post-installation support of Equipment is not covered by this Agreement, and will only be provided by CSA if a separate maintenance agreement is entered into and to the extent provided therein. (e) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item, and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (f) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (g) CSA shall make available to you from time to time upgrades and bug fixes for the Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software for so long as a CSA maintenance agreement for the related Equipment remains in effect, except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect. Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems and attempting to troubleshoot any such problems in the Listed Software; (ii) escalating operating problems to the available developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same. (h) If you acquired Uniflow, an authorized CSA representative may receive a print usage report for business reviews. (i) CSA reserves the right to withhold shipment of the Listed Items (j) until you make full payment of the total price specified in this Agreement or if CSA revokes any credit extended to you because of your failure to pay any amounts when due or for any other reason affecting your creditworthiness, or (ii) until you enter into a lease agreement with the Leasing Company and the Leasing Company commits to full payment of the purchase price agreed to between CSA and the Leasing Company. If at any time prior to shipment, CSA discovers any mistake in pricing or Equipment configuration for any Listed Item(s), CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Listed Items without liability.

**2. LIMITED WARRANTY.** All Canon and Océ brand Equipment is provided with a manufacturer's end user limited warranty from Canon USA, Inc. CSA is an authorized Canon service dealer and provides warranty service under the Canon USA limited warranties. All other Listed Items are provided subject to such end user warranties and license terms as are provided by the manufacturer or developer as packaged or otherwise provided with the Listed Items. CSA shall upon your request provide to you copies of all such end user warranties and license. **SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.**

**3. DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on your behalf and that exposure or access to the Data by

CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 3 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

**4. SECURITY; LATE PAYMENT.** As security for the payment of all amounts due to CSA, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items. Without limiting any of CSA's right and remedies under applicable law, if payments are late, you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law.

**5. WARRANTY OF BUSINESS PURPOSE.** You represent and warrant that that the Listed Items will not be used for personal, family or household purposes.

**6. LIMITATION OF LIABILITY.** CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7. CHOICE OF LAW AND FORUM.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

**8. GENERAL.** This Agreement shall be binding on you upon your signature and on CSA upon the delivery of any of the Listed Items. All provisions of this Agreement including Section 3, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. This Agreement, together with any related CSA credit application, constitutes the entire agreement between the parties with respect to the furnishing of the Listed Items, superseding all previous proposals and agreements, oral or written. No lease agreement entered into between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent, which shall not be unreasonably withheld, shall be void; except that you may, as described above, assign to your leasing company your right to acquire the Listed Items and your warranty rights hereunder, but your other rights hereunder, are not assignable to the leasing company and such assignment shall not relieve you of any of your obligations hereunder. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.



CANON SOLUTIONS AMERICA  
 Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800) 613-2228

**ADDENDUM TO ADD ADDITIONAL EQUIPMENT TO  
 ACQUISITION AGREEMENT # S0929805.02 (the "Agreement")**

Salesperson Colleen Kay Lambert Order Date: 6 / 24 / 2019

<b>Customer ("you"):</b>			
Company: CITY OF BREA			Contact: Neil Groom
Address: 1 CIVIC Center Circle - Purchasing			Phone: 714.990.7787 Fax:
City: BREA	State: CA	Zip: 92821	E-Mail: neilg@cityofbrea.net

**PLEASE PRINT**

Equipment, Supplies and Licenses of Application Software with listed third party support contracts and Ship To locations and contacts:

Item Code	Product Description	Qty	Unit Price	Periodic Payment/ Purchase Price	Ship To location (if different than above)	Elev. (y/n)	# of Step	Load Dock (y/n)	Contact Name & Phone Number	E-Mail
2223C002	IMAGECLASS MF525DW	1		108.00	City of Brea - Fire Station 3 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
5858A010	CABINET STAND TYPE S	1		Included	City of Brea - Fire Station 3 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
0865C001	PAPER FEEDER PF-C1	1		Included	City of Brea - Fire Station 3 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
2368V991	PRINTER CONNECTIVITY	1		Included	City of Brea - Fire Station 3 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
3537V015	INSTALL PAK LBP/IMAGECLASS	1		Included	City of Brea - Fire Station 3 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
IntSupplies	Pre-install supplies installed in machine	1		Included	City of Brea - Fire Station 3 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
2223C002	IMAGECLASS MF525DW	1		Included	City of Brea - Fire Station 1 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
5858A010	CABINET STAND TYPE S	1		Included	City of Brea - Fire Station 1 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
0865C001	PAPER FEEDER PF-C1	1		Included	City of Brea - Fire Station 1 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
2368V991	PRINTER CONNECTIVITY	1		Included	City of Brea - Fire Station 1 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
3537V015	INSTALL PAK LBP/IMAGECLASS	1		Included	City of Brea - Fire Station 1 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
IntSupplies	Pre-install supplies installed in machine	1		Included	City of Brea - Fire Station 1 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
2223C002	IMAGECLASS MF525DW	1		Included	City of Brea - Fire Station 4 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
5858A010	CABINET STAND TYPE S	1		Included	City of Brea - Fire Station 4 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
Carry forward to Face side of Agreement			Subtotal							





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Salesperson Colleen Kay Lambert Order Date: 6 / 24 / 2019

<b>Customer ("you"):</b>			
Company: CITY OF BREA		Contact: Neil Groom	
Address: 1 CIVIC Center Circle - Purchasing		Phone: 714.990.7787	Fax:
City: BREA	State: CA	Zip: 92821	E-Mail: neilg@cityofbrea.net

**PLEASE PRINT**

Equipment, Supplies and Licenses of Application Software with listed third party support contracts and Ship To locations and contacts:

Item Code	Product Description	Qty	Unit Price	Periodic Payment/ Purchase Price	Ship To location (if different than above)	Elev. (y/n)	# of Step	Load Dock (y/n)	Contact Name & Phone Number	E-Mail
0865C001	PAPER FEEDER PF-C1	1		Included	City of Brea - Fire Station 4 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
2368V991	PRINTER CONNECTIVITY	1		Included	City of Brea - Fire Station 4 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
3537V015	INSTALL PAK LBP/IMAGECLASS	1		Included	City of Brea - Fire Station 4 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
IntSupplies	Pre-install supplies installed in machine	1		Included	City of Brea - Fire Station 4 BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
2223C002	IMAGECLASS MF525DW	1		Included	City of Brea - Fire Station 2 200 N. BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
5858A010	CABINET STAND TYPE S	1		Included	City of Brea - Fire Station 2 200 N. BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
0865C001	PAPER FEEDER PF-C1	1		Included	City of Brea - Fire Station 2 200 N. BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
2368V991	PRINTER CONNECTIVITY	1		Included	City of Brea - Fire Station 2 200 N. BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
3537V015	INSTALL PAK LBP/IMAGECLASS	1		Included	City of Brea - Fire Station 2 200 N. BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
IntSupplies	Pre-install supplies installed in machine	1		Included	City of Brea - Fire Station 2 200 N. BREA CA 92821	N	0	N	Verenice Ramriez 714.990.7787	verenicer@ci.brea.ca.us
Carry forward to Face side of Agreement			Subtotal							



CANON SOLUTIONS AMERICA, INC.

## LEASE AGREEMENT

CFS-1020 (03/18)

CANON FINANCIAL SERVICES, INC. ("CFS")

Remittance Address: 14904 Collections Center Dr.

Chicago, Illinois 60693 Phone: (800) 220-0200

COMPANY LEGAL NAME		DBA		CFS' AGREEMENT NUMBER: S0929805.02	
BREA CALIFORNIA CITY OF				PHONE ("Customer") 714.990.7787	
BILLING ADDRESS		CITY	COUNTY	STATE	ZIP
1 CIVIC Center Circle - Purchasing		BREA	ORANGE	CA	92821
EQUIPMENT ADDRESS		CITY	COUNTY	STATE	ZIP
Please View Equipment Schedule A					
EQUIPMENT INFORMATION					NUMBER AND AMOUNT OF PAYMENTS
Quantity	Serial Number	Make/Model/Description			Number of Payments
					60
					\$108.00
Term in months:		60	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____		
Number of Payments in Advance:		0	End of Term Purchase Option: <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other (\$ or %): _____		
Total Amount Due at Signing *:		\$0.00	* Plus Applicable Taxes (estimated)		

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED		AUTHORIZED CUSTOMER SIGNATURE	
CANON FINANCIAL SERVICES, INC.			
By: _____		By: X _____	Title: _____
Title: _____		Printed Name: _____	Email Address: _____
Date: _____		Tax ID#: _____	If proprietor, DOB: _____ Date: _____
		By: X _____	Title: _____
		Printed Name: _____	Email Address: _____
To: Canon Financial Services, Inc. ("CFS")			
Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.			
Signature: _____	Printed Name: _____	Title (if any): _____	Date: _____

## TERMS AND CONDITIONS

- 1. AGREEMENT:** CFS leases to Customer, a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_, with its chief executive office at \_\_\_\_\_ and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement").
- 2. TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment periods specified above and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.
- 3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments"). The Payment and the End of Term Purchase Option ("Purchase Option") price specified above are based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment and Purchase Option herein by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.
- 4. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.
- 5. ADVANCE PAYMENTS:** Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest except where required by applicable law.
- 6. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors and assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
- 7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written

## PERSONAL GUARANTY

The undersigned, (whether one or more are specified, "Guarantor(s)"), in consideration of CANON FINANCIAL SERVICES INC. ("CFS") entering into an Agreement (together with any schedules or supplements thereto, "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to CFS, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and CFS (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty, and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations whether by agreement or operation of law.

If any payment on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CFS, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect CFS' rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to CFS' rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between CFS and Customer or any third party, may be made, granted and effected by CFS without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by CFS in endeavoring to collect the Liabilities, or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CFS may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (no title) Date: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_

notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

**8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to CFS such documents as required or appropriate.

**9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

**10. INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

**11. MAINTENANCE; ALTERATIONS:** Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

**12. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**13. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance", which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; *plus* (ii) the present value of all remaining Payments for the full term of this Agreement; *plus* (iii) the "Asset Value," which shall be: (A) for an Agreement with a \$1.00 Purchase Option, \$1.00; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein); and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement; *plus* (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

**14. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

**15. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

**16. REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**17. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

**18. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**19. RENEWAL; RETURN:** Except in the case of an Agreement containing a \$1.00 Purchase Option, this Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to CFS, at least sixty (60) days' before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement and at the end of such term returns the Equipment as provided below. Unless this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

**20. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION.** To exercise this option, Customer shall give CFS sixty (60) days' prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments *plus* the Fair Market Value, *plus* any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS' retail price at the time Customer notifies CFS of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

**21. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may contain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

**22. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

**23. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.**

**24. WAIVER OF OFFSET:** This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

**25. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**26. MISCELLANEOUS:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.



CANON FINANCIAL SERVICES, INC. ("CFS")  
Remittance address: 14904 Collections Center Drive  
Chicago, Illinois 60693 (800) 220-0200

## Equipment Schedule

CFS-1002 (01/13)

AGREEMENT NUMBER:	S0929805.02
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This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between Canon Financial Services, Inc. ("CFS") and BREA CALIFORNIA CITY OF ("Customer") (the "Agreement"). The Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement.

Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
City of Brea - Fire Station 2 200 N. Brea Blvd., BREA, CA 92821	1		ICMF525DW
City of Brea - Fire Station 3 2600 E. Santa Fe Road, BREA, CA 92821	1		ICMF525DW
City of Brea - Fire Station 4 198 N Olinda Place, BREA, CA 92821	1		ICMF525DW
City of Brea - Fire Station 1 555 North Berry Street, BREA, CA 92821	1		ICMF525DW
			and any and all accessories.

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

<b>ACCEPTED</b>
<b>CANON FINANCIAL SERVICES, INC.</b>
By: _____
Title: _____
Effective Date: _____

<b>AUTHORIZED CUSTOMER SIGNATURE</b>
Customer: <u>BREA CALIFORNIA CITY OF</u>
By: X _____
Printed Name: _____
Title: _____



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800) 613-2228

**MAINTENANCE AGREEMENT****\*National IPA\*****Related Acquisition Agreement #** S0929805.02Salesperson Colleen Kay Lambert Order Date: 6 / 24 / 2019

<b>Customer ("you"):</b>		<b>Customer Account:</b>		<b>Equipment Location:</b>		<b>Customer Account:</b>	
Company: CITY OF BREA				Company: CITY OF BREA			
Address: 1 CIVIC Center Circle - Purchasing				Address: Please View Below			
City: BREA		County: ORANGE		City:		County:	
State: CA	Zip: 92821	Phone #: 714.990.7787		State:	Zip:	Phone #: 714.990.7787	
Contact: Neil Groom		Fax #:		Contact: Verence Ramriez		Fax #:	
Email: neilg@cityofbrea.net				For each unit of Equipment listed, you shall indicate specific contact and location (if different than above) in the table below or in any Addendum to this Agreement.			
<b>Maintenance Billing Entity</b>				<b>PO Required</b>		<b>Meter Read Collection Options</b>	
Base Charge: <input checked="" type="checkbox"/> CSA <input type="checkbox"/> Canon Financial Services, Inc. ("CFS")				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		imageWARE Remote unless noted in table below*	
Per Image Charge: <input checked="" type="checkbox"/> CSA <input type="checkbox"/> Canon Financial Services, Inc. ("CFS")				PO#		W = myCSA website	
<b>Base Charge Billing Cycle</b>		<b>Initial Term</b>		<b>Coverage Plan</b>			
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other		60 Months (min. 12)		<input type="checkbox"/> Per Unit <input checked="" type="checkbox"/> Fleet <input type="checkbox"/> Aggregate If adding the Equipment below to existing an Aggregate, provide either a contract # or serial # under Aggregate.			
<b>Excess Per Image* Charge Billing Cycle</b>		<b>Price Plan</b>		<b>Consumables Inclusive</b>		<b>Toner Fulfillment Method</b>	
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other		<input type="checkbox"/> Standard <input checked="" type="checkbox"/> Fixed		<input checked="" type="checkbox"/> Toner <input type="checkbox"/> Other		Customer order unless noted for Equipment below**	

Subject to the terms and conditions of this Agreement, CSA agrees to service the Equipment listed below or in any Addendum(s) to this Agreement at the charges stated herein or therein. For newly installed Equipment, the Start Date is provided in Paragraph 1 of the Additional Terms and Conditions. The Start Date for previously in place Equipment is \_\_\_\_/\_\_\_\_/\_\_\_\_.

\*Each Image is equal to 1 printed page except for Océ brand Wide Format products in which case each Image is equal to one (1) square foot.

Model	Serial #	Start Meter		Covered Images per unit or Fleet included in Base Charge <small>All aggregate images should be listed per unit.</small>			Per Image Charge in excess of Covered Images			Base Charge per unit or Fleet	Corporate Advantage Yes/No	Alt Meter Method*
		B & W	Color	B & W	Color	Long Sheet	B & W	Color	Long Sheet			
ICMF525DW							0.015200			\$0.00	No	
Contact: Verenice Ramriez				Phone #: 714.990.7787		Fax #:		Email: verenicer@ci.brea.ca.us				
Location: City of Brea - Fire Station 1 BREA, CA 92821								Auto Toner Fulfillment: <input type="checkbox"/> **(Requires imageWare Remote)				
ICMF525DW												
Contact: Verenice Ramriez				Phone #: 714.990.7787		Fax #:		Email: verenicer@ci.brea.ca.us				
Location: City of Brea - Fire Station 2 200 N. Brea Blvd. BREA, CA 92821								Auto Toner Fulfillment: <input type="checkbox"/> **(Requires imageWare Remote)				
ICMF525DW												
Contact: Verenice Ramriez				Phone #: 714.990.7787		Fax #:		Email: verenicer@ci.brea.ca.us				
Location: City of Brea - Fire Station 3 BREA, CA 92821								Auto Toner Fulfillment: <input type="checkbox"/> **(Requires imageWare Remote)				
ICMF525DW												
Contact: Verenice Ramriez				Phone #: 714.990.7787		Fax #:		Email: verenicer@ci.brea.ca.us				
Location: City of Brea - Fire Station 4 BREA, CA 92821								Auto Toner Fulfillment: <input type="checkbox"/> **(Requires imageWare Remote)				

		Subtotal from Supplemental Addendum		
<b>CUSTOMER SATISFACTION POLICY</b> If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated.		Subtotal		
		Tax		
		Total		

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE MAINTENANCE SERVICES SPECIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF 2 PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO, ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Customer's Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



These are the additional terms and conditions referred to on the face page to which they are attached (such face page, and any addendum(s) hereto, collectively with these terms and conditions, the "Agreement").

**1. TERM.** Maintenance under this Agreement shall start on the date (the "Start Date") of installation for newly installed equipment (inclusive of standard embedded Canon brand software) (the "Equipment") covered under toner inclusive service. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the face page for all previously in place Equipment. (a) The initial term specified on the face page shall renew for successive 12 month period unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. You shall have the right to terminate the renewal contract with 30 days advance written notice to CSA.

**2. CHARGES** Base Charges and Per Image Charges, including Images in Excess of Covered Images, shall be invoiced in accordance with the CFS Agreement. For Long Sheet images over 38.4" the meter shall record a quantity of 2 images. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8 1/2". Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. If payments are late, (i) you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and (ii) CSA may charge you and you agree to pay, a late charge equal to five percent (5%) of the amount due for each billing period or portion of a billing period such payment is delayed or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law. If the Standard Price Plan is selected on the face side, during the initial term, the charges specified on the face page are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Fixed Price Plans shall not increase during the initial term. If you have selected CFS on the face page as the billing entity, your maintenance charges will appear on your periodic lease invoice along with standard lease charges. CFS will remit your payment of maintenance charges to CSA upon receipt. (a) Consumables Inclusive service includes replenishment of consumables specified on the face page for exclusive use with the Equipment. CSA may terminate this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by CSA, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement. (b) If you have selected the Fleet or Aggregate Coverage Plan, the Base Charge and the Covered Images shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on the face page that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (c) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (d) Unless otherwise indicated on the face page, you authorize CSA to use networked features of the Equipment including imageWARE Remote to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. (e) You agree to provide meter readings to CSA, if applicable, in accordance with the meter read option selected and CSA's normal procedures. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days notice. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.

**3. COVERED SERVICE.** CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays).

(a) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service territory. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by CSA in connection with maintenance services hereunder shall become the property of CSA and you disclaim any interest therein. (b) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software"), but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Embedded Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Embedded Software. Level 1 support consists of (i) providing help-line telephone assistance in operating the Embedded Software and identifying service problems and attempting to troubleshoot any such problems in the Embedded Software; (ii) escalating operating problems to the available developer of the Embedded Software as needed to rectify such problems, including facilitating contact between you and the developer of the Embedded Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same. Embedded Software as used herein does not include separately-priced application software supplied by CSA to you under any separate acquisition agreement, and support therefor shall be solely governed by the provisions thereof.

**4. NON-COVERED SERVICE.** The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item not provided as part of toner inclusive service identified on the face page, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or

misuse of the Equipment; the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; accident; use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation or relocation of Equipment; (d) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) work which you request to be performed outside of CSA's regular business hours; or (f) repair of any network/system connection device, except when listed on face page.

**5. DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an available option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 5 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

**6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY.** CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND SOFTWARE OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7. DEFAULT.** You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CSA may withhold service under this Agreement in whole or in part until any delinquent payment is received by CSA. CSA may terminate this Agreement in whole or in part upon your default with thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges per Section 2(b). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

**8. GOVERNING LAW.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

**9. ENTIRE AGREEMENT.** This Agreement shall be binding upon your signature and upon the installation of the Equipment by CSA or commencement of the covered services if this Agreement is for renewal of a prior maintenance agreement or for equipment previously installed. This Agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service for the Equipment, superseding all previous proposals and agreements, oral or written. All provisions of this Agreement including Section 5, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by both you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Equipment and Software, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

This transaction shall be governed in all respects by the Ts&Cs of contract # FI-R-0251-18 dated 10-1-2018 between CSA and DuPage County and any Ts&Cs which conflict with or vary from the contract terms shall be deemed null and void.