

# COVER PAGE



GARDEN GROVE



## CENTRAL CITIES NAVIGATION CENTER

# NEXGEN

DESIGN BUILDERS



Feb 8, 2023

Dear Lisa Kim,

We are pleased to present a proposal for Construction Management (CM) Services on the Central Cities Navigation Center Project (hereinafter called the "CCNC Project"), which we understand is a Federally Funded project, using American Rescue Plan Act (ARPA) funds.

We are a team of Professional Construction Project Managers with over 15+ years of experience in the engineering and construction industry with extensive experience managing similar Tenant Improvement (TI) projects in the Commercial industry and Public Utility sectors on both Federal and State funded projects.

Our understanding of this Project is as follows:

The City of Garden Grove is seeking a qualified Construction Management firm to deliver strategic, compliant, and cost-effective oversight during the construction of the CCNC Project. The fully remodeled space will accommodate ~100 people in need of shelter and other transitional support.

We understand that the selected CM Consultant will be responsible for all facets of construction administration and management, from pre-construction through construction, closeout, final report, and audits while ensuring compliance with all Federal requirements in regard to ARPA regulations, County of Orange Standard of Care for homeless shelters, and conforming to the terms of the provided Professional Services Agreement (PSA). We confirm that we are submitting this proposal to you in good faith and without collusion with others.

To ensure this Project's success, We have selected **Mrs. Sara Bekr, PE** as our Construction Manager in charge. Mrs. Bekr is a California registered Civil Engineer with 15+ years of experience in Engineering, Construction, and Project Management, working with reputable Fortune 500 companies, Public Utility Companies, and Local Public Agencies. Mrs. Bekr is the founder of NexGen Design Builders Inc, a certified DBE/SBE firm in Orange County. Mrs. Bekr has successfully executed a **\$150 Million dollar** portfolio of projects managing commercial construction projects in the past ten (10) years, including Infrastructure, and Corporate Real Estate Projects (all TIs & ground-up construction). Mrs. Bekr is the authorized signer with full authority to bind this contract. Mrs. Bekr's most recent accomplishment is the successful completion of a TI project in Irwindale, CA, for Southern California Edison, details of which we include as an attachment in this proposal.

## We will work seamlessly to protect your interests throughout the entire CCNC Project

Our objective is simple. We will provide reliable, transparent, and professional solutions to you with a profound sense of urgency, and detailedness, at an unparalleled *value*. We are intimately familiar with Federally Funded TI & Ground Up projects; Mrs. Bekr will oversee all vendors to ensure the City's high-performance culture, values, and competencies are galvanized. We will price, budget, and deliver this project ensuring the final results meet your quality expectations.

We appreciate your consideration,



**Sara Bekr, PE – President**

949 419 4145

NexGen Design Builders Inc

580 Broadway, Suite 205

Laguna Beach, CA 92651

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# OUR UNDERSTANDING AND APPROACH

Our understanding of the scope is as follows:

The CCNC Project consists of interior remodeling of an approximately 9,700 sq.ft building and demolishing of a 1800 sq.ft adjacent building, located at 13871 West Street, Garden Grove CA 92840. The scope of remodel includes but is not limited to building a commercial kitchen, secure storage room, showers, HVAC upgrades, ADA upgrades, installation of new Fire Life Safety, new light fixtures, new furniture & fixtures, security systems, and entrance gate to accommodate up to 100 individuals in need of shelter and transitional support. Similar to most of our previous commercial TI projects, both buildings are likely to have Asbestos Containing Material (ACM) present. We will professionally manage the abatement of all the asbestos and lead as part of preconstruction (assuming abatement has not been performed yet).

We anticipate a phased approach to this construction Project as follows:

Support the City in drafting any remaining RFPs and bidding phase activities.

For the most aggressive schedule and cost savings, we recommend bidding out the construction in phases (demo phase & TI).

We will hire & manage the Environmental Testing vendor to test the buildings for asbestos & lead.

We will then hire an asbestos abatement company & proceed with AQMD-compliant abatement. Extensive coordination w/ City's IT/Security/AV stakeholders.

Construction phase 1: ~1,000 sq. ft Building Demolition.

Construction phase 2: Interior remodel of the ~9,700 sq. ft Building.

Commissioning, move-in & closeout.

Upon construction start, as your independent advocate and advisor, our Construction Management team will work to manage and negotiate project costs, mitigate risk, accelerate project delivery, and maximize scheduling opportunities on your behalf.

We will manage your Project's budget, schedule, and scope as if it was our own, protecting your interests throughout the entire journey.

## Project goals, objectives, and expectations

Essential to a project's success are its baseline scope, schedule, and budget. Each pillar is needed to meet the City's performance requirements with buy-in from all project stakeholders.

While these three pillars are the most often measurements of success, we define our success by how well we have protected each pillar – scope, schedule, and budget – as well as our client's expectations for these pillars from risks.

### ✓ Risk Management

- ✓ Risks to a project appear in many forms. Anticipating, identifying, and monitoring risks and their potential impact on schedule and/or cost is vital to the success of a project.
- ✓ We will implement a Standard Risk Analysis process and will communicate the risks to the City on a regular basis; we will follow all the risk items through to proper completion, and will document all the risks in the Project Risk Register. We will minimize or eliminate risks through the following steps:
  - ✚ Follow carefully established processes and controls.
  - ✚ Collaboratively identifying alternate approaches or solutions.
  - ✚ Apply mitigation tools to monitor the status of potential risk.
  - ✚ Provide consistent management oversight.

### ✓ Change Management

- ✓ Diligent change management control is vital to a project's success, carefully governing any change requests after the project's scope, budget and schedule have been approved and after expectations have been established.

- ✓ Outlining the change control process and communicating that process to all parties is essential to a project's successful delivery. Our CM is responsible for implementing and actively managing the change control process throughout a project's lifecycle, securing client approvals and updating the project budget, schedule and risk register as required, according to the magnitude of the individual, approved changes.
  
- ✓ **Communication Plan**
  - ✓ Further cementing the project's success, we will work with the City to establish a communication plan that includes all the required resources, suitable meeting cadence, as well as appropriate reports and deliverables. Deliverables will be customized, as necessary.
  
- ✓ **End-to-end delivery**
  - ✓ Our Construction Management team provides a full-service model, from project planning through post-occupancy. Our approach to this project will follow the five steps below.

On the following pages we are providing our proposed work plan. The scope of services will form the basis upon which our contract is based.

# Phase One – Preconstruction

## DUE DILIGENCE, STRATEGY, AND PLANNING

Attend	site tours for familiarity and to provide feedback on potential project impacts.
Coordinate	Review of test fits and approvals.
Assist	on lease and purchase as needed.
Formalize	clear project goals for time, cost, and scope with client.
Develop	realistic milestones and a preliminary budget for total project costs with client, including construction, equipment, furniture, design, and abatement fees.
Recommend	professional firms for selection by client, including consultants, abatement contractor, architects, designers and engineers. Prepare RFP documents, qualify the construction and/or professional firms, conduct interviews and evaluations as needed.
Prepare	high level project schedules comparing option properties occupancy dates and overall project delivery time frames.
Negotiate	agreement(s) with various vendors/entities within predefined parameters.

# Phase Two – Demo & Stakeholders Engagement

## EARLY STAKEHOLDER ENGAGEMENT & COORDINATION

Coordinate	design team, IT, AV, Security, furniture vendor (if applicable), authorities, and service organizations.
Coordinate	test fits and approvals for awareness & early engagement.
Chair	regular coordinating meeting.
Oversee	We would typically oversee the design team throughout the preparation of the project program and design from schematic through construction drawing stages. Review the design schematic periodically and give direction as required to achieve project goals and ensure additional vendor coordination. We understand this phase has already been completed by the City.
Develop	schedules for the design stage and coordinate the activities of client's business unit representative, project manager, additional consultants, and design team.
Recommend	the purchase and procurement of long lead time items to arrange for delivery of strategic materials in conformance with the project schedule.



Create	a summary construction schedule for inclusion with the construction bid documents.
Recommend	professional firms for selection by client, including contractor and key sub-contractors (referred to herein as “construction team”). Prepare RFP documents, qualify the professional firms, conduct interviews and evaluations.
Receive	and analyze contractor proposals (if not done already).
Recommend	contractor award. Conduct pre-award conferences and negotiate and prepare construction contracts per client’s direction.
Coordinate	landlord notices and approvals if needed.
Validate	scope, budget, and schedule.
Obtain	client approvals on changes to project parameters.
Confirm	capital appropriation if needed.

## Phase Three – Build

### CONSTRUCTION OVERSIGHT

Prepare	front end documents including general and special conditions, contract formats, temporary specifications, guidelines for affirmative action programs, site specific safety plans, and special contractor supplements.
Review	contractor’s schedule to ensure it aligns with the construction means and methods of delivering the project within the contractual terms.
Create	an integrated project schedule (including all vendors workflow) for inclusion in the bid documents and develop a cost value for each activity for use in preparing a forecast.
Negotiate	agreement(s) with construction team entities within predefined parameters. If required implement value engineering for all aspects of design and construction with selected construction team prior to contract award.
Award	work, with client’s approval.
Review	work performed by the construction team, in conjunction with design team and their contractual terms.
Confirm	that the materials furnished, and the work performed are in accordance with the drawings, specifications, and contract documents.
Coordinate	the implementation of construction information systems, project schedules and resources analysis as they relate to materials, manpower and costs with the construction team.
Provide	construction review status updates and reports on a monthly basis.

Establish	on-site organization and lines of authority required to carry out all project phases efficiently with the construction team.
Ensure	construction team maintains an on-site record-keeping system which will be sufficient in detail to satisfy an audit by client (as required).
Coordinate	the obtaining of all legally required permits, licenses, and certificates.
Coordinate	aspects of the work involving local municipal authorities, governmental agencies, and utility companies.
Coordinate	the work of all Owner provided subcontractors through the construction team. In the event that the interpretation of the meaning and intent of the contract documents becomes necessary during construction, ascertain the architect's and client's interpretation, make recommendations as appropriate, and transmit such information to the appropriate subcontractor(s).
Drive	job meetings to discuss procedures, progress, problems, and scheduling.
Ensure	third party testing outlined in the technical sections of the specifications is completed as required by the building code.
Coordinate	the review with the design team for compliance with the contract documents, shop drawings and materials submitted by the construction team.
Recommend	approval of all applications for payments submitted through vendor(s) in accordance with client's established procedures.
Obtain	all applicable lien releases upon issuance of vendor payments.
Receive	and review change order requests from design team, construction team or from client. Review unit prices, time and material charges and related items. Monitor and advise upon request for changes required by field conditions and progress of the work and obtain approval from client and the architect/engineer.
Monitor	schedule to expedite material and equipment deliveries during construction.

## Phase Four – Commissioning & Move In

### MOVE-IN COORDINATION

Review	established move criteria with the client.
Coordinate	based on client's move criteria, recommend professional move management consulting firms and coordinate engagement process.
Conduct	move vendor RFP and negotiate contract.
Coordinate	physical move vendor and furniture/equipment installation activities with construction team, for installation and building access.

Assess	assist client in conducting a thorough damage assessment review with move vendors, fixturing supplier and the construction team.
Close-out	move vendor and furniture/equipment installation contracts.

## Phase Five – Close Out

### CLOSE-OUT, COMMISSIONING & WARRANTY

Review	all guarantees, warranties, etc. required by the contract documents and assembled by the contractor and forward them to client.
Verify	all claim releases required to issue final certificate of completion and final payment to the construction team, and forward to city.
Expedite	preparation of “as-built” drawings in accordance with the terms of the specifications.
Monitor	the expeditious follow-up and correction of all punch list items.
Turnover	any owner’s manuals or training requirements for new systems to facility management or building engineering for operations purposes.

# RELEVANT EXPERIENCE

Our proposed team has unrivaled experience working with projects of similar scope and size to the City's requirement.

Regional Construction Project Management Stats as key performing employee and consultant.

30+

projects

05

Construction project managers

\$100M

value since 2017

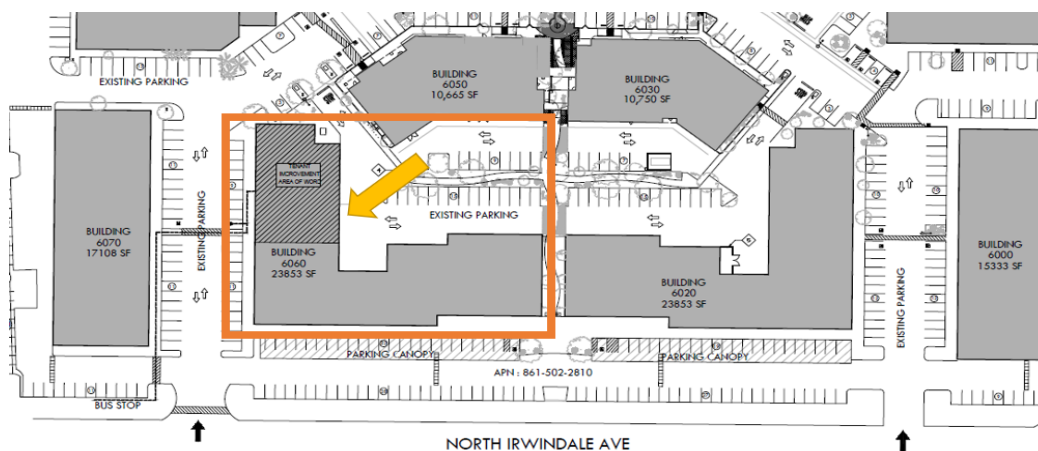
Below is a similar project we just completed in Irwindale, CA.

The project consisted of Tenant Improvements in 23,853 sq.ft of existing office spaces 'M', 'N', 'O' and 'P', and demolishing test office in Gateway 6060 Technology Test Center (TTC) at the Irwindale Gateway Business Center.

The project's objectives were to provide the TTC end users with the flexibility to adapt to the changing utility environment with a focus on SCE's clean energy goal and evaluations of energy-efficient consumer products. Due to the nature of TTC's business, these facilities include most of the features included in the CCNC building (for example, kitchen, shower, bathrooms, secure storage/locker, offices, fire life safety system, etc.).

We recently completed this project, on budget and on schedule. Upon completion, the renovated space met current and future program needs and enhanced the center's capabilities for serving the public related to clean energy opportunities in the future.

Please see attachment 1 for details on the project.



# QUALITY & EXPERIENCE OF PROPOSED CM

To present our Company Qualifications, we'd like to share with you our founder's qualifications, who will be acting as the primary construction project manager on this project. In addition to Mrs. Bekr's formal education, professional licenses, and training, Mrs. Bekr's 15-year history of accomplishments on numerous projects at Fortune 500 corporations and public utility environments make her an excellent match for your unique demands at the City of Garden Grove.

Mrs. Bekr has provided best-in-class project management services to Clients for decades. Mrs. Bekr will eliminate the risk of failure, offer flexibility and adaptability, and provide quality service with proven performance. Please review the following examples from Mrs. Bekr's professional resume.

- ✓ *Mrs. Bekr has demonstrated robust leadership skills for Southern California Edison in executing all phases of Ground Up, Tenant Improvement, Seismic, and Infrastructure Upgrades projects (Entire lifecycle – Engineering, Permitting, Procurement & Bidding, Construction, Turn-Over & Close Out).*
- ✓ *Mrs. Bekr's expertise and contributions to a \$157 million project at the Chevron refinery were considered so instrumental to the project's success that Chevron's VP and Upper Management described Mrs. Bekr's efforts as world-class. Mrs. Bekr received a letter of recognition from Fluor's CEO and a request to appear in a video documenting the project's success. (Video is available upon request).*
- ✓ *Mrs. Bekr provides exceptional outcomes for clients by combining local market insight, comprehensive services, specialized expertise, and premier technology tools and resources. Our processes are proven, and our team is committed to your project success.*

Mrs. Bekr received a Bachelor of Science in Civil Engineering degree with an emphasis in Structural Engineering from the University of California, Irvine. Additionally, Mrs. Bekr is a California Professional Engineer who obtained the new leader program certificate from the Harvard School of Business in 2013. The below-noted projects are a few of the projects Sara has successfully executed.

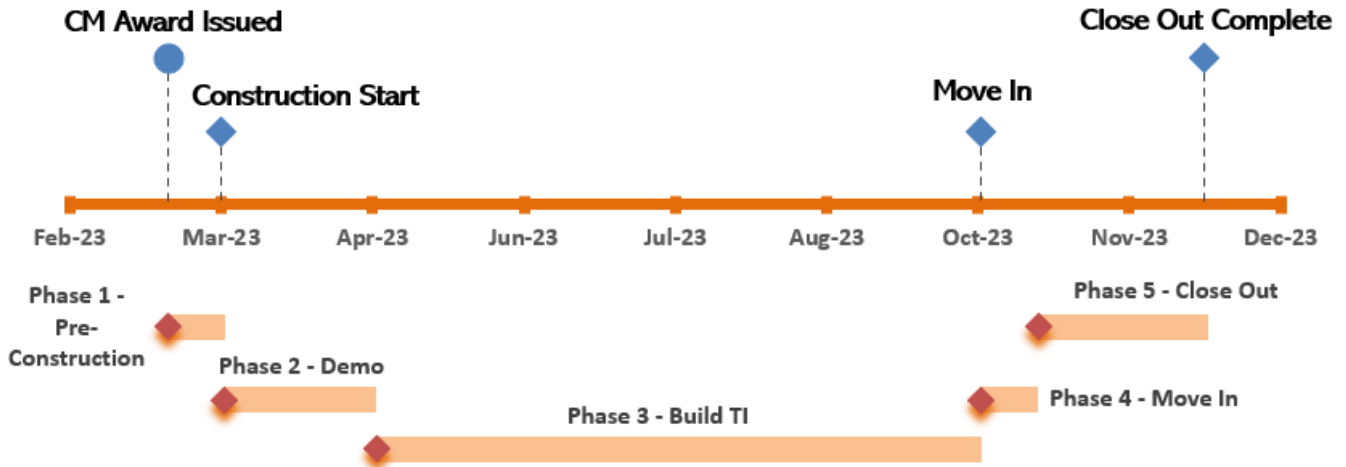
*SCE EIX-C Suite Remodel Project (SCE's CEO's office) – currently in construction (\$10.7 Million)*  
*SCE Santa Ana Building B Remodel – TI – construction completed (\$2.5 Million)*  
*GO1 Seismic Upgrade & Remodel Project – construction completed (\$33 Million)*  
*Blythe Service Center – Ground up – construction completed (~ \$20 Million)*  
*Bishop Service Center – Ground up – construction in progress (\$40 Million)*  
*Rector Substation Maintenance & Building – Ground up – construction completed (\$10 Million)*  
*Chevron Coke Drum Replacement Project – construction completed (\$157 Million)*  
*ExxonMobil Point Thomson Gas Expansion – construction completed (\$4 Billion)*  
*Caltrans/City of Garden Grove HSIPL Project – currently in the bidding phase (\$1.2 Million)*

Mrs. Bekr founded NexGen Design Builders Inc, in 2019 and received DBE certification in 2022. Mrs. Bekr is the only authorized signatory for this firm. NexGen is a California S Corporation (Entity# C4238320, EIN# 85-2172516), registered in DIR (#PW-LR-1000841474), and holds SBE/WBE/OCLSB certifications. Since its inception, Mrs. Bekr has been successfully providing services to Local Public Agencies in SoCal. Please see the references section for contact information of those familiar with Mrs. Bekr's professionalism, expertise, and exceptional work ethic.

# PROPOSED SCHEDULE & FEES

We provide exceptional outcomes for clients by combining local market insight, comprehensive services, specialized expertise, and premier technology tools and resources. Our processes are proven, and our people are committed to project success.

## Proposed Schedule



## Proposed fees

Breakdown	Fee Amount
Construction Management services fee	\$256,092
Construction Inspections fee	\$170,728
Construction material testing	\$00.00
Other fees (mileage, equipment etc) - included in total price below	\$00.00
<b>Total Fee</b>	<b>\$426,821</b>

The *estimated* duration of the project is 9 months starting March 2023 and ending November 2023 for close out. We propose distributing our fee equally over the duration of the project for a total monthly fee of \$40,650 per month. This represents a fee of \$39.5 /SF or approximately 6% of the estimated project value.

## PRICE DETAILS

Time allocation	CM will be part-time at Not To Exceed (NTE) of 24 hours per week <i>on average</i> .
	CM will spread the hours between job site and office, a minimum of 8 hours/week at job site. Will adjust as needed.
	Inspector will inspect the site at a minimum of 16 hours/week.
	Pricing is valid for 90 days from the date of this proposal.
	All invoices are net 30 days if agreed by the City.
	Reimbursables such as car mileage, taxis, printing, copying, teleconference, and project management software are included in our total price.

## ASSUMPTIONS & EXCLUSIONS

Acknowledgment	We have received and understand all the addendums.
	We agree with the terms and conditions noted in the City's sample agreement.
	We acknowledge our responsibility in making this Project a success.
Assumptions	We are not responsible for the cost of third-party special inspections, material testing, hazardous material testing, abatement costs, and permit cost.
	Our pricing is assuming a 42-week duration (9 months of construction + 6 weeks of close out).
	The Project is not a LEED-CI space.
	The selected site location is not in a space currently under construction as this requires additional coordination with the landlord, commissioning verification, and building operations during the construction of the space.

### Hourly rate structure

Breakdown	Hourly fee
Senior Construction Manager	\$195.00
Construction Manager	\$175.00
Construction Inspector	\$175.00
Project Coordinator	\$125.00
Project Administrator	\$105.00

If additional services are requested beyond this scope, fees will be based on the following hourly rates:

## VALUE ADDED

We maximize the use of our Client's capital, and as a result, we typically save our clients 5-10% of their capital expenses.

In addition to our proposed Construction Management services, we will provide the City of Garden Grove with a series of value-added programs and approaches as part of our commitment to exceed your expectations.

### Value-to-fee metric

Our construction managers are trained to identify and aggressively pursue opportunities that typically help our clients save \$4 for every \$1 they spend on our construction management fees. Our value-to-fee (VTF) metric identifies the value we bring to our relationship in proportion to the fees we charge. At the end of the project, we are able to demonstrate our cost savings to clients as a multiple of the fee paid for our services.

*We measure the value delivered to clients through Construction Management returns on investment (ROI).*

*Our Value-to-Fee metric measures the return on investment in our services. For every dollar invested in our Construction Management services, our clients receive an average of \$4 in value and savings.*

4:1

Some ways we generate cost savings and value include:

- ✓ Negotiate savings on project costs.
- ✓ Competitive tendering - the variance between the highest and lowest bids
- ✓ Strategic procurement cost savings through our market resources - cost paid compared to the actual market price for the same work.



# REFERENCES

Mrs. Lisa Glatch - **President & COO**  
**Sempra Energy**  
Phone #: 949-903-5007

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Mr. Austin Lumbard - **Mayor of Tustin**  
Email: [Austinjlumbard@gmail.com](mailto:Austinjlumbard@gmail.com)

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Mrs. Alana Cheng - **City of Garden Grove**  
**Administrative Officer**  
Community and Economic Development Department  
Phone #: 714-741-5998, [alanac@ggcity.org](mailto:alanac@ggcity.org)

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Mrs. Karen Warren - **Executive Vice President**  
MP Materials  
Former Director at **Fluor Corp.**  
Phone #: 713-553-1314

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Mr. Rick Miller - **Chevron**  
Program Management  
Email: [Rigmil@gmail.com](mailto:Rigmil@gmail.com)

# ATTACHMENT 1 - SIMILAR PROJECT

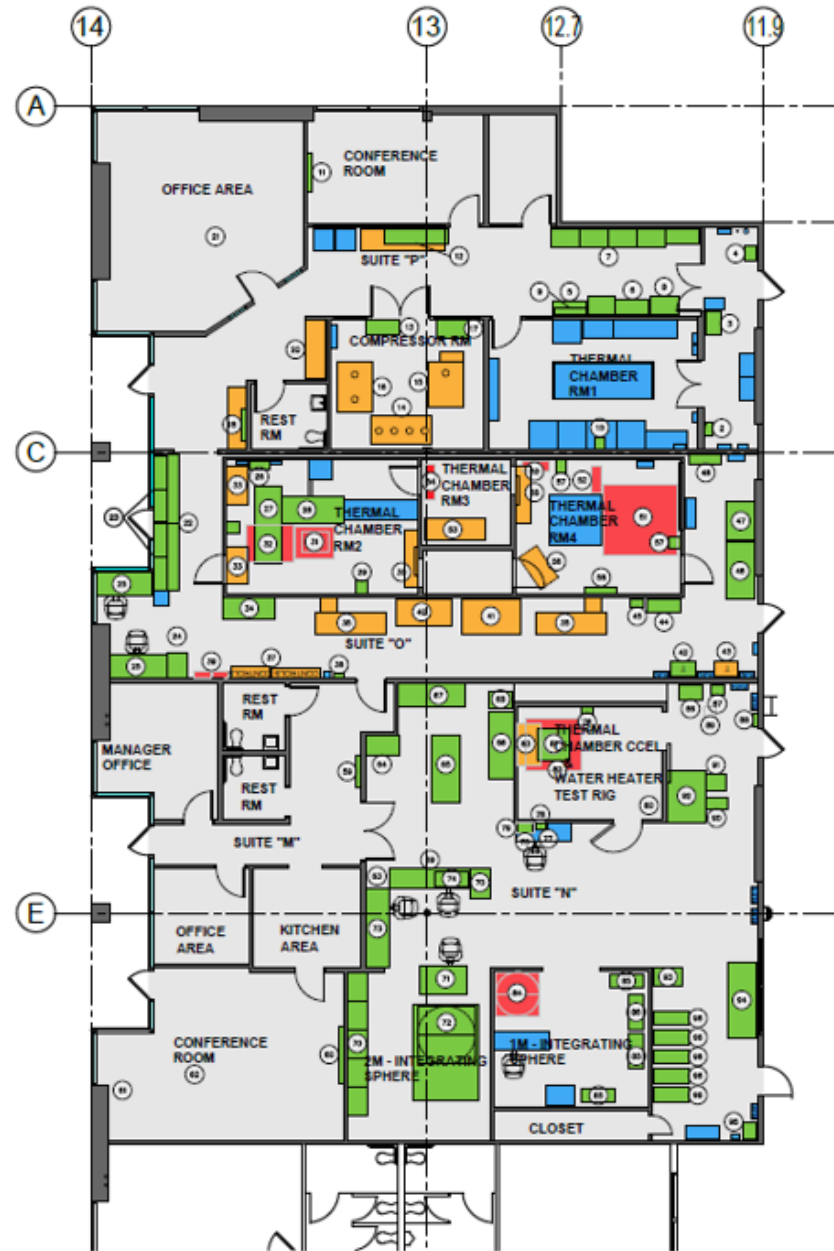
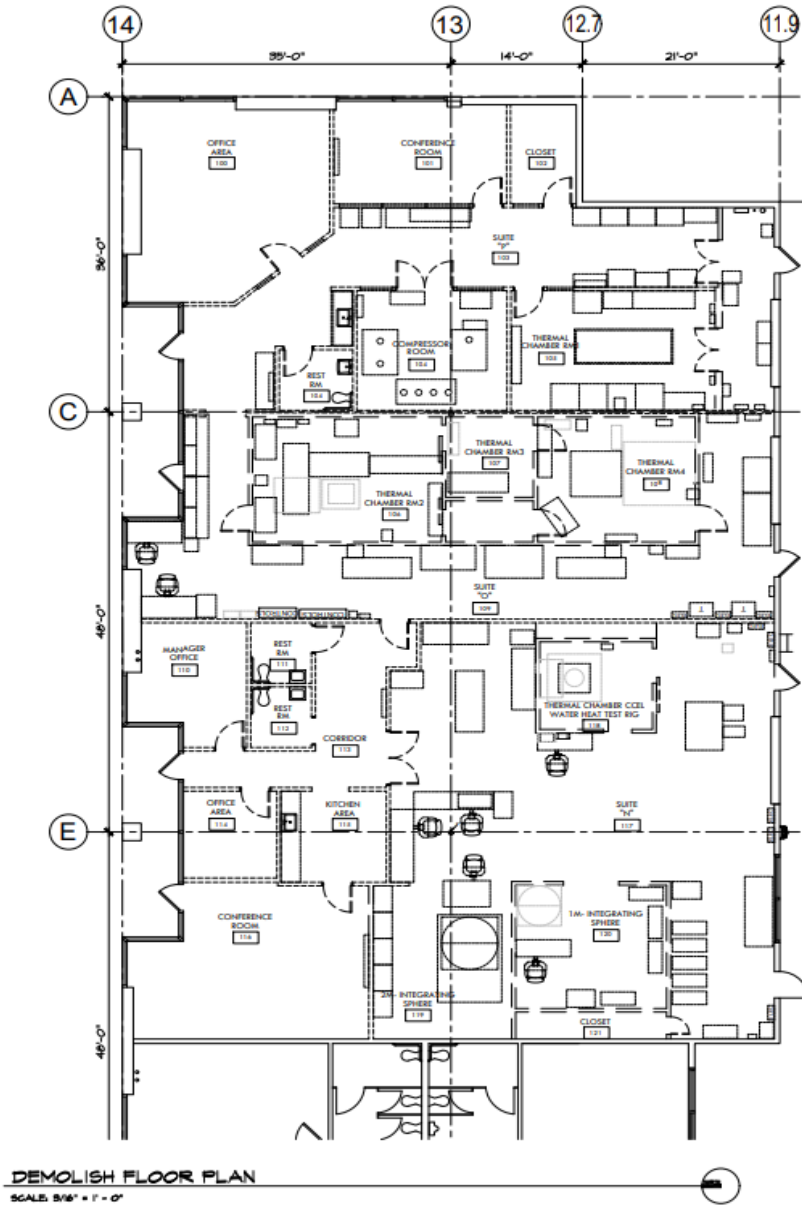
<b>Project Name: Gateway 6060 Technology Test Center Remodel (TTC)</b>	
<b>Building Information:</b>	<b>Building Code Data:</b>
Zoning: Commercial	2019 California Administrative Code (CAC)
Year Built: 1987	2019 County of Los Angeles Building Code (Title 26)
Description of use: General Office	2019 County of Los Angeles Electrical Code (TTL 27)
Occupancy Type: B	2019 County of Los Angeles Green Building Standard Code (Title 31)
Existing building sq. ft: 23,853 sq.ft	2019 Los Angeles County Fire Code (Title 32)
Stories: one story	2019 California Energy Code
	2019 California Green Building Standard Code
	2012 American Disabilities Act Code (ADA)

The TTC project scope included remodel of the entrance, visitor center, offices, conference rooms, (3) unisex restrooms, mother's room, kitchen, showers, locker rooms, and test offices, installation of new light fixtures, new paint & carpet, new Furniture Fixtures and Equipment (FF&E), New ceiling grid & ceiling tiles, mechanical re-duct and electrical distribution, new exterior store front doors, seismic upgrades of moment connections, new fire alarm system, and ADA improvements. Information Technology (IT) and Corporate Security requirements (badge readers, security cameras etc.) were implemented into the project and constructed as required. In addition to the remodel scope, we strategized with the client to decommission and demolish an attached test lab.

In the next pages, we are including examples of the deliverables we provided to our Client along with other information to illustrate similarity between the TTC & CCNC Project.

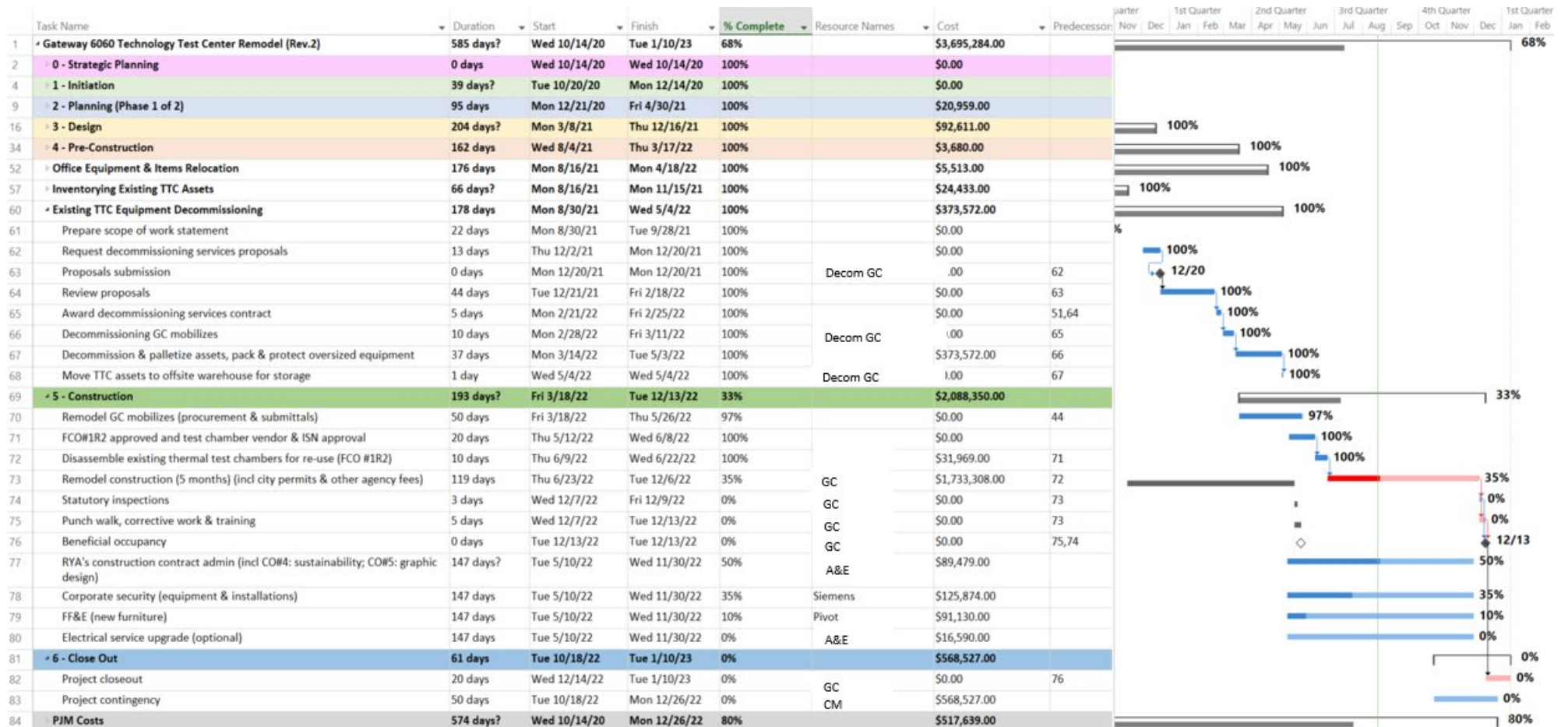
- ✓ The existing interior layout of the project (developed by the A&E firm).
- ✓ Decommissioning & asbestos abatement plan (partially developed by us/CM).
- ✓ The Cost Loaded Schedule (CLS) *we* developed & maintained.
- ✓ The cost control / cash flow projection *we* developed & maintained.
- ✓ The cost control / cost accounting method *we* developed & maintained.
- ✓ The Communication Plan template *we* will implement for this project.
- ✓ The Risk Register *we* developed & maintained on the TTC project.

# Existing interior layout



Decommissioning & asbestos abatement plan:

# Cost loaded schedule we developed



# Cost control & cash flow management

Cost Worksheet												WO #:	801205721
												PM:	Sara Bekr
	A	B	C	D	E	F=E/Total	G=A-E	H=G/A	I=B-E	J=I/B	K=E-D		
	Original Budget	Current Approved Budget	Committed	Incurred	Forecast	Frct %	Orig. Var.	Var. %	Curr. Var.	Var. %	Cost to Complete		
	Budgets Tab	Budgets Tab	Commitments Tab	KOB1+	Forecast Tab	Rx	Rx	Rx	Rx	Rx	Rx		
Architecture & Engineering	AE	\$572,258	\$1,268,919	#REF!	#REF!	\$0	0%	\$572,258.00	100%	1,268,919.00	100%		
Construction Costs	CC	\$7,252,498	\$15,028,602	#REF!	#REF!	\$0	0%	\$7,252,498.00	100%	15,028,602.00	100%		
Permits and Taxes	PT	\$118,559	\$12,649	#REF!	#REF!	\$0	0%	\$118,559.00	100%	12,649.00	100%		
Owner General Conditions	OGC	\$0	\$170,499	#REF!	#REF!	\$0	0%	\$0.00	100%	170,499.00	100%		
IT Infrastructure	IT	\$1,023,000	\$1,026,143	#REF!	#REF!	\$0	0%	\$1,023,000.00	100%	1,026,143.00	100%		
AV Equipment	AV	\$0	\$0	#REF!	#REF!	\$0	0%	\$0.00	100%	-	100%		
M and E Electrical	ME	\$0	\$0	#REF!	#REF!	\$0	0%	\$0.00	100%	-	100%		
Furniture	FFE	\$456,744	\$592,826	#REF!	#REF!	\$0	0%	\$456,744.00	100%	592,826.00	100%		
Artwork/Signage	AS	\$600,000	\$0	#REF!	#REF!	\$0	0%	\$600,000.00	100%	-	100%		
Carpet	CA	\$0	\$0	#REF!	#REF!	\$0	0%	\$0.00	100%	-	100%		
Project Management	PJM	\$433,606	\$3,430,908	#REF!	#REF!	\$6,744	100%	\$426,862.00	98%	3,424,164.00	100%		
Security Escorts/Equipment	SCE	\$337,990	\$1,973,612	#REF!	#REF!	\$0	0%	\$337,990.00	100%	1,973,612.00	100%		
Escalation	ES	\$0	\$0	#REF!	#REF!	\$0	0%	\$0.00	100%	-	100%		
Contingency	CO	\$1,375,748	\$691,133	#REF!	#REF!	\$0	0%	\$1,375,748.00	100%	691,133.00	100%		
NOT COSTED		\$0	\$0	#REF!	#REF!	\$0	0%	\$0.00	100%	-	100%		
<b>Totals:</b>		<b>\$12,170,403</b>	<b>\$24,195,291</b>	<b>#REF!</b>	<b>#REF!</b>	<b>\$6,744</b>	<b>100%</b>	<b>\$12,163,659.00</b>	<b>100%</b>	<b>24,188,547.00</b>	<b>100%</b>	<b>#REF!</b>	

Cost Category	Ref.	12/31/2021 & Prior Yrs Acts	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	2022 Total	Future Years Total	Project Total
Architecture & Engine	AE	145,434	22,320	40,000	56,840	30,019	48,206	55,916	55,916	65,916	20,458	72,336	53,000	52,000	572,927	0	718,361
Construction Costs	CC	2,195	0	0	152,503	478,755	691,874	1,287,811	1,383,748	1,383,748	883,748	587,811	250,000	152,498	7,252,498	0	7,254,693
Permits and Taxes	PT	10,726	0	0	80,000	38,559	0	0	0	0	0	0	0	0	118,559	0	129,285
Owner General Condit	OGC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IT Infrastructure	IT	0	0	0	0	0	0	0	0	0	0	0	0	1,002,960	1,002,960	0	1,002,960
AV Equipment	AV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
M and E Electrical	ME	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Furniture	FFE	3,600	1,913	0	0	0	0	0	0	254,678	199,452	0	0	0	456,043	0	459,643
Artwork/Signage	AS	0	0	0	0	0	0	0	0	0	0	200,000	200,000	200,000	600,000	0	600,000
Carpet	CA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Management	PJM	171,965	15,953	11,560	22,035	22,493	46,415	46,991	47,566	42,536	47,506	51,931	40,530	35,530	431,047	0	603,012
Security Escorts/Equip	SCE	6,665	0	0	0	0	0	0	25,175	44,056	56,643	70,000	89,000	53,000	337,874	0	344,539
Escalation	ES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contingency	CO	0	0	0	0	0	0	0	0	0	0	680,000	336,000	336,000	1,352,000	0	1,352,000
<b>TOTAL FORECAST:</b>		<b>340,585</b>	<b>40,186</b>	<b>51,560</b>	<b>311,378</b>	<b>569,825</b>	<b>786,495</b>	<b>1,390,718</b>	<b>1,512,406</b>	<b>1,790,935</b>	<b>1,207,808</b>	<b>1,662,078</b>	<b>968,530</b>	<b>1,831,988</b>	<b>12,123,908</b>	<b>0</b>	<b>12,464,493</b>
			Q1 Re-forecast	\$403,124													Gateway 6060 TTC Remodel

Below is the framework of **our communication plan**. We will update this plan periodically.

Communication Type	Description	Frequency	Produced by	Production Frequency	Response by	Response by our CM
Correspondences	Letters, Emails, Memos	As needed	All	As Needed	Recipient(s)	As Required
Transmittals and Submittals	Formal Delivery of Plans, Specifications, Product Details, etc. for Review by Defined Stakeholders.	As needed	CM, General Contractor, or Architect / Engineer	As Needed	Recipient(s)	5 days or as noted
OAC Meetings	GC's Written Understanding of the Meeting Discussions and Outcomes for Review by Attendees.	Weekly	General Contractor (per PO's terms)	48 hours after the meeting	Recipient(s)	Within 24 of the Distribution
Coordination Meetings	PJM's Written Understanding of the Meeting Discussions and Outcomes for Review by Attendees.	Bi-weekly	Our CM	48 hours after the meeting	Recipient(s)	Within 24 of Distribution
Project Health Checks	A review of the Scope, Budget, Schedule, and Issues shared with the City	Monthly	Our CM	Bi-Weekly	Recipient(s)	Within 48 Hours After Presentation & Distribution



Below is an example of the **risk register** we developed and maintained on the TTC project. We will implement this risk register on the CCNC Project and will update it as needed (minimum once a month).

Client: SCE  
 Project: Gateway0600TTC  
 Project Manager Sara Bekr

Updated: 14-Sep-22  
 Version: 22

4. Current overall project assess	
Scope risk:	
Budget risk:	
Schedule risk:	
Quality risk:	
Statutory risk:	

The purpose of this form is to track and document individually identified project risks, risk assessment and risk mitigation actions.

1. Risk Identification			2. Risk Assessment					3. Risk Mitigation						
Risk #	Date Reported	Risk Description / Risk Event Statement	Impact Description	Risk Category Impacted	Impact Severity	Impact Probability	Risk Rating	Risk Status	Last Update	Timeline to Impact	Completed Actions	Planned Future Action(s)	Responsible Person	Target Due Date of Action(s)
R-1	2021-01-25	Technical specifications and test lab layout not finalized in time for A&E design to be fully developed for plan check and procurement.	A&E design cannot be fully and accurately developed to align with new test lab requirements for procurement. Any design changes made post-award of construction contract will likely lead to cost hike and schedule delay.	Cost + Schedule	3	3	9	Closed	2021-05-26		CM had stressed to TTC team the importance of finalizing the new test lab layout and equipment specifications. client has initiated a 'No Regrets' approach to move the project forward into the design development phase. TTC has provided design parameters and assumptions on which the new thermal test chamber design will be based. A&E had documented the basis of design in the BOD report which TTC has confirmed they had no adverse comment.	Continue to follow up with TTC on their design progress. Design assumptions will have to be agreed upon by TTC to enable A&E to complete the design for procurement. A&E team will incorporate client-provided design parameters and assumptions into the remodel project design. Urge A&E team to issue the Basis of Design (BOD) report to document all parameters, assumptions and limitations the design development are based on.	TTC	2021-05-26
R-2	2021-01-25	TTC specialist vendor not on board in time to decommission and remove the existing test lab equipment.	Existing test lab not vacated in time to allow the remodel project construction work to commence as planned.	Cost + Schedule	3	1	3	Closed	2021-05-28		Project baseline schedule presented in early January 2021 to TTC highlighting the window reserved for TTC to engage its specialist vendors to complete existing test lab equipment decommissioning. Client agreed to include decommissioning of the existing lab equipment into the remodel project's scope. SCE Strategic Planning had been engaged to identify suitable off-site facilities for temporary equipment storage.	Keep track of TTC's progress in engaging their specialist vendors for the existing lab equipment decommissioning. Prepare a scope of work document specifically for decommissioning the existing test lab equipment. Submit business case request for funding. Request decommissioning proposals from vendors. Discuss and agree with TTC to engage if any specialist decommissioning vendors are required to be included in the remodel project's bid package.	CRE	2021-05-28
R-3	1/25/2021, 5/2	Scope of project expanded beyond the approved PID. Costs associated with the temporary storage of the decommissioned test lab equipment. Responsibility for integrating test lab equipment with building infrastructure has yet to be agreed with TTC.	The approved PID had not factored the existing conditions of the test lab into the project scope. Scope of A&E services have to be expanded to include assessment of the existing TTC asset. Added storage and logistics costs for storing the existing test lab equipment. Final test lab equipment will probably not be set up until some time after the remodel project has been handed over to TTC.	Cost	4	2	8	Closed	2021-09-29		Discussion with A&E underway for RYA to assist with documenting the existing TTC asset, conducting spatial analysis for temporary storage. Change order for assessing the existing TTC asset issued to RYA. RYA had completed spatial analysis of existing TTC asset.	Confirm the added A&E services to expedite commencement of design phase. Project funding request will have to account for the added A&E services. Extra project management efforts due to prolonged project duration will have to be taken into account for funding request. Delineate the responsibility for final test lab equipment integration with TTC ahead of time.	CRE	2021-09-29

# ATTACHMENT 2 - NONCOLLUSION AFFIDAVIT



**ATTACHMENT NO. 2**

**Noncollusion Affidavit**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

[NAME OF CONTRACT] Construction Management Services for the Central Cities Navigation Center

To the City of Garden Grove

*COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT*

In conformance with Title 23 United States Code Section 112 and California Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bidder's Proposal. By signing the Proposal, the Bidder has also signed this Noncollusion Affidavit.

Bidders are cautioned that making a false Certification may subject the Bidder to criminal prosecution.

Signature:  Date: 02/09/2022

Print Name: Sara Bekr

Title: President

# ATTACHMENT 3 - BIDDER STATEMENT REGARDING INSURANCE COVERAGE

ATTACHMENT NO. 3

BIDDER STATEMENT  
REGARDING INSURANCE COVERAGE

**A contract will not be issued to the Contractor until the City acknowledges receipt of this signed document!**

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified as in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City** and other additional insureds as per the agreement for the work specified. And we/I will comply with 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, before commencing the performance of the work specified.

Sara Bekr, NexGen Design Builders Inc

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

Sara Bekr, President

Please Print (Name & Title of Authorized Representative)

<u>02/09/2022</u>	<u>9494194145</u>	<u>sara.bekr@nexgendb.com</u>
Date	Phone Number	Email

Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: nhsieh@garden-grove.org. This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to:

City of Garden Grove  
Attention: Lisa Kim, Assistant City Manager  
Community and Economic Development Department  
11222 Acacia Parkway  
Garden Grove, CA 92840

**NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.**

**INSURANCE REQUIRMENTS  
REVIEW AND SAMPLE DOCUMENTS**

Please review these documents carefully, as you will be required to submit the appropriate certificates of insurance as called out in the agreement. Work shall not commence without a fully executed agreement, which shall include the certificates of insurance signed off by the City’s Risk Management Division.

**Bidder’s Statement**

This document shall be included in your submitted proposal or you will be disqualified. A contract will not be issued to the Contractor until the City acknowledges receipt of this signed document!

**INSURANCES:**

30-Day Notice

Workers Compensation

Commercial General Liability

Automobile Liability

Excess Liability - If underlying policies cannot meet limits.

**ENDORSEMENTS:**

**Waiver of Subrogation**

**Auto Liability**

**On-going Operations**

**Completed Operations**

IF UNDERLYING POLICIES CANNOT  
MEET CONTRACTRUAL LIMITS

- Excess Liability
- Schedule of Underlying Policies
- “Follows Form” on Certificate

**MUST BE PROVIDED WITH EVERY CONTRACT/AGREEMENT**

- Primary/Non – Contributory Endorsement
- Claims Made and Modified Occurrence policies are NOT acceptable, and all insurance carriers must have an AM Best’s Guide Rating of A-, Class VII or Better.
- 30-Day Notice Prior to Termination/Modification Endorsement.

# ATTACHMENT 4 - PROFESSIONAL SERVICES AGREEMENT

We confirm that we are in agreement with all the insurance requirements and the terms and conditions noted in the sample professional services agreement.

**ATTACHMENT NO. 4**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **XXXXXXXXXXXXXXXXXX**, herein after referred to as "CONTRACTOR".

**RECITALS**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City Council approval dated \_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to **provide Construction Management Services for the Central Cities Navigation Center Project.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONTRACTOR hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause per Section 3.4 below. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with CONTRACTOR's proposal which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **Amount.** Total Compensation under this Agreement shall not exceed (NTE) amount of XXXXXXXXXXXXXXXX (\$XXXX.XX), payable in arrears and in accordance with proposal in Attachment "A".
  - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A). In the event CITY disputes any item in any invoice, CITY shall notify CONTRACTOR within thirty (30) days of receipt by CITY of said invoice. CITY shall process and endeavor to pay the undisputed portion of said invoice. CONTRACTOR shall correct and resubmit any properly disputed portions of said invoice. Payment to CONTRACTOR for services performed pursuant to this Agreement shall not be deemed to waive any deficiencies in services performed by CONTRACTOR. Neither pendency of a dispute nor its consideration by CITY will excuse CONTRACTOR and any subcontractor from full and timely performance, in accordance with the terms of this Agreement.

3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.

3.4 Termination.

- (a) CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.
- (b) If CONTRACTOR is in default under this Agreement, then, in addition to any other remedies, CITY may terminate this Agreement immediately upon written notice.
- (c) Upon termination of this Agreement, all property belonging to CITY, which is in CONTRACTOR's possession, shall be returned to CITY. CONTRACTOR shall furnish to CITY a final invoice for work performed and reasonable expenses incurred up to the date that CONTRACTOR was to cease work as provide in this Agreement. CONTRACTOR shall not be entitled to any claim for lost profits. This final invoice shall be reviewed and paid in the same manner as set forth in section 3 of this Agreement.

3.5. Deficient Services. CONTRACTOR represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement. CONTRACTOR shall at all times competently, and, consistent with its ability, experience and talents, perform all services described herein. In meeting its obligations under this Agreement, CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by consulting firms engaged in providing services similar to those required of CONTRACTOR under this Agreement. CITY may disapprove services that do not conform to these standards and practices and may withhold or deny compensation for deficient services. Upon disapproval of services by CITY, CONTRACTOR shall immediately re-perform, at its own costs, the services that are deficient. CITY must notify CONTRACTOR in writing of the existence of such deficient services within a reasonable time, not to exceed sixty (60) days after its discovery thereof, but in no event later than one (1) year after the completion of such deficient services. No approval, disapproval, or omission to provide approval or disapproval shall release CONTRACTOR from any responsibility under this Agreement.

Any costs incurred by CITY and/or CONTRACTOR due to CONTRACTOR's failure to meet the standards required by the Agreement or CONTRACTOR's failure to perform fully the tasks described in the Proposal which, in either case, causes CITY to require that CONTRACTOR perform again all or part of the scope of services shall be at the sole cost of CONTRACTOR and, further, CITY shall not pay any additional compensation to CONTRACTOR for its re-performance.

**4. Insurance requirements.**

4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier or CONTRACTOR or its agent to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.

4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the



amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

4.3 **INSURANCE AMOUNTS.** CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

- 5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
- 6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.



(a) CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d - 42 U.S.C. 2000d-4 (the "ACT"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 26.13, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (the "REGULATIONS"), the Federal-Aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the basis of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of CONTRACTOR under this Agreement. CONTRACTOR hereby gives assurance that CONTRACTOR and subcontractors will promptly take any measures necessary to effectuate this section. Failure by CONTRACTOR to carry out these requirements would be a material breach of the Agreement and may result in termination of the Agreement.

(b) CONTRACTOR, without limiting the above general assurance, hereby gives the following specific assurances:

i. CONTRACTOR agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or will be operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

ii. CONTRACTOR shall insert the following notification in all solicitations for bids for work or material made in connection with this Agreement and, in adapted form, in all proposals for negotiated agreements:

"CONTRACTOR hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, religion, or disability in consideration for an award".

iii. CONTRACTOR shall include nondiscrimination assurance clauses into every subcontract under this Agreement.

iv. CONTRACTOR agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Agreement.

7. **Independent Contractor.** It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY's employees. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of its officers, employees, or agents, except as set forth in this Agreement. If for any reason, any court or governmental agency determines that CITY has financial obligations, other than pursuant to Section 3 above, of any nature related to salary, taxes, or benefits of CONTRACTOR's officers, employees, servants, representatives, subcontractors, or agents, CONTRACTOR shall indemnify CITY for all such financial obligations.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any

of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

- 9. **Disclosure of Documents.** All documents or other information developed or received by CONTRACTOR are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
- 10. **Ownership of Work Product.** All documents or other information developed or received by CONTRACTOR shall be the property of CITY. CONTRACTOR shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
- 11. **Conflict of Interest.** CONTRACTOR shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 12. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

- a. (Contractor)  
XXXXXXXXXXXXXXXXXX  
Attention: XXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXX, CA 9XXXX

- b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840

- 13. **Contractor's Proposal.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
- 14. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
- 15. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
- 16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
- 17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be

considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.  
  
This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.
20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONTRACTOR.
21. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
22. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONTRACTOR.
23. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
25. **Unauthorized Aliens.** CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY in connection therewith.
26. **Restrictions on Lobbying.**

(a). CONTRACTOR certifies to the best of his or her knowledge and belief that:

- (1) By signing this AGREEMENT, CONTRACTOR certifies, to the best of its knowledge and belief, that no state, federal or local agency appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or an employee of the Congress, or an employee of a Member of Congress in connection with this Agreement.
  - (2) If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or an employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, CONTRACTOR shall complete and submit all required lobbying disclosure forms and reports.
- (b) This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. **Prevailing Wages.**

- (a) CONTRACTOR is required to comply with California Labor Code prevailing wages. Specific labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees in these categories at the site must be paid not less than the introductory hourly rates of pay and fringe benefits established by the California Department of Industrial Relations ("DIR"). Copies of the State of California wage schedules are available for review at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In addition, a copy of the prevailing rate of per diem wages will be made available at City Hall upon request.
- (b) CONTRACTOR shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon CONTRACTOR and upon any sub-contractors to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Agreement, employment of apprentices, hours of labor and debarment of contractors and subcontractors. Under Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid or enter into a contract to perform public work must be registered with the DIR.
- (c) If awarded a contract, the Consultant, and its subcontractors, of any tier, shall maintain active registration with the DIR for the Project's duration. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this RFP may also be subject to compliance monitoring and enforcement by the DIR.

28. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

By: Nexgen design builders Inc

Name: Sara Bekr

Title: President

Date: 02/09/2022

Tax ID No. 85-2172516

Contractor's License: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date

THE END

# Thank you.

For more information

Sara  
Bekr

+1 949 419 4145  
Sara.Bekr@NexgenDB.com



**Project Name:** Central Cities Navigation Center Project

**Consultant:** NexGen Design Builders Inc.

**Best And Final Offer (BAFO)**

<u>Labor Classification</u>	<u>Labor Grade</u>	<u>Hourly Rate</u>
Sr. Construction Manager	SPM	\$ 175
Construction Inspector	PM I	\$ 150
Site Safety Officer	SS I	\$ 135

		<i>Labor Grade</i>	<i>Hourly Rate</i>	<i>Total Hours</i>	<b>TOTAL FEE</b>
<b>Item #</b>	<b>Construction Management &amp; Inspection</b>	<b>Grade</b>	<b>\$ per Hr</b>	<b>2,348</b>	<b>\$ 365,850</b>
Task 1	Meetings & Coordinations	SPM	\$ 175	353	\$ 61,707
Task 2	Schedule Management	SPM	\$ 175	285	\$ 49,921
Task 3	Cost Control	SPM	\$ 175	250	\$ 43,790
Task 4	Change Management	SPM	\$ 175	275	\$ 48,038
Task 5	Submittals & RFI Management	SPM	\$ 175	189	\$ 33,075
Task 6	Quality Control & Constructability Reviews	PM I	\$ 150	619	\$ 92,798
Task 7	Environmental Compliance	PM I	\$ 150	54	\$ 8,100
Task 8	Site Safety & Traffic Control	SS I	\$ 135	74	\$ 9,990
Task 9	Punch Walk & Close Out	SPM	\$ 175	72	\$ 12,658
Task 10	Final Project Report	SPM	\$ 175	33	\$ 5,775

**Project Name:** Central Cities Navigation Center Project

**Consultant:** NexGen Design Builders Inc.

**Best And Final Offer (BAFO)**

<u>Labor Classification</u>	<u>Labor Grade</u>	<u>Hourly Rate</u>
<b>Sr. Construction Manager</b>	SPM	\$ 175
<b>Construction Inspector</b>	PM I	\$ 150
<b>Site Safety Officer</b>	SS I	\$ 135

Item #	Construction Management & Inspection	Grade	\$ per Hr	2,348	TOTAL FEE	
					Labor Grade	Hourly Rate
					<b>2,348</b>	<b>\$ 365,850</b>
<b>Task 1</b>	<b>Meetings &amp; Coordinations</b>	<b>SPM</b>	<b>\$ 175</b>	<b>353</b>	<b>\$</b>	<b>61,707</b>
1.1	Initial Project Set Up - Meeting Minutes Templates, Change Order System, RFI Log, FCO Log, Submittal Logs, Invoice Review Log & Sign Off form & Maintain regularly	SPM	\$ 175	40	\$	7,000
1.2	Develop Risk Register & Maintain/Update regularly	SPM	\$ 175	16	\$	2,800
1.3	Develop Project Communication Plan & Maintain/Update regularly	SPM	\$ 175	16	\$	2,800
1.4	Project Initiation Meetings with Client, A&E, Stakeholders, other coordination meetings	SPM	\$ 175	26	\$	4,550
1.5	Prepare Kick off Meeting Agenda	SPM	\$ 175	4	\$	700
1.6	Schedule Kick off Meeting	SPM	\$ 175	2	\$	350
1.7	Prepare Kick off Meeting Agenda	SPM	\$ 175	2	\$	350
1.8	Conduct the Kick off Meeting	SPM	\$ 175	2	\$	350
1.9	Draft & Issue Meeting Notes	SPM	\$ 175	4	\$	700
1.1	Incorporate Comments	SPM	\$ 175	1	\$	175
1.11	Schedule Weekly OAC Meetings	SPM	\$ 175	39	\$	6,762
1.12	Prepare OAC Meeting Agenda	SPM	\$ 175	72	\$	12,600
1.13	Conduct the OAC Meeting	SPM	\$ 175	39	\$	6,820
1.14	Draft & Issue Meeting Minutes	SPM	\$ 175	72	\$	12,600
1.15	Incorporate Comments	SPM	\$ 175	18	\$	3,150
<b>Task 2</b>	<b>Schedule Management</b>	<b>SPM</b>	<b>\$ 175</b>	<b>285</b>	<b>\$</b>	<b>49,921</b>
2.1	Develop a Master Baseline Schedule	SPM	\$ 175	18	\$	3,150
2.2	Review Contractor's 3 week look ahead schedule	SPM	\$ 175	71	\$	12,359
2.3	Update the Schedule and Distribute	SPM	\$ 175	90	\$	15,750
2.4	Draft & Issue Narrative on Delays and recovery method	SPM	\$ 175	35	\$	6,062
2.5	Provide weekly statement of working days	SPM	\$ 175	72	\$	12,600
<b>Task 3</b>	<b>Cost Control</b>	<b>SPM</b>	<b>\$ 175</b>	<b>250</b>	<b>\$</b>	<b>43,790</b>
3.1	Provide monthly cash flow projection	SPM	\$ 175	8	\$	1,400
3.2	Update the cash flow projection on a monthly basis	SPM	\$ 175	64	\$	11,200
3.3	Collect and Review invoices on a monthly basis	SPM	\$ 175	144	\$	25,200
3.4	Track Quantities of Work Completed each month for invoice review	SPM	\$ 175	34	\$	5,990
<b>Task 4</b>	<b>Change Management</b>	<b>SPM</b>	<b>\$ 175</b>	<b>275</b>	<b>\$</b>	<b>48,038</b>
4.1	Review Change Orders scope for Validity	SPM	\$ 175	72	\$	12,600
4.2	Analyze Change Orders Cost Impacts	SPM	\$ 175	36	\$	6,300
4.3	Analyze Change Orders Schedule Impacts	SPM	\$ 175	36	\$	6,300
4.4	Perform An Independent Analysis of each Change	SPM	\$ 175	23	\$	3,938
4.5	Analyze the contractor's Critical Path Method schedule	SPM	\$ 175	18	\$	3,150
4.6	Negotiate Change Orders with contractor	SPM	\$ 175	36	\$	6,300
4.7	Provide Update to the Client	SPM	\$ 175	18	\$	3,150
4.8	Develop & Maintain a Change Order Log	SPM	\$ 175	36	\$	6,300
<b>Task 5</b>	<b>Submittals &amp; RFI Management</b>	<b>SPM</b>	<b>\$ 175</b>	<b>189</b>	<b>\$</b>	<b>33,075</b>
5.1	Review Contractor's Submittals, Shop Drawings, Product Data	SPM	\$ 175	36	\$	6,300
5.2	Review RFIs, Provide Response	SPM	\$ 175	36	\$	6,300
5.3	Conduct Meetings As Necessary to Resolve Items	SPM	\$ 175	36	\$	6,300
5.4	Review all Lab Results & Material Specifications	SPM	\$ 175	9	\$	1,575
5.5	Develop and Maintain a Submittal Log	SPM	\$ 175	36	\$	6,300
5.6	Develop and Maintain an RFI Log	SPM	\$ 175	36	\$	6,300
<b>Task 6</b>	<b>Quality Control &amp; Constructability Reviews</b>	<b>PM I</b>	<b>\$ 150</b>	<b>619</b>	<b>\$</b>	<b>92,798</b>
6.1	Implement and Maintain Quality Control Procedures	PM I	\$ 150	20	\$	3,000
6.2	Perform Quality Assurance Reviews Regularly, monitor contractors work	PM I	\$ 150	312	\$	46,764
6.3	Develop & Maintain a Deficiency Log	PM I	\$ 150	39	\$	5,846
6.4	Perform a Constructability Review of PS&E	PM I	\$ 150	26	\$	3,897
6.5	Document Site Conditions Periodically	PM I	\$ 150	78	\$	11,691
6.6	Draft & Issue Daily Reports	PM I	\$ 150	144	\$	21,600
<b>Task 7</b>	<b>Environmental Compliance</b>	<b>PM I</b>	<b>\$ 150</b>	<b>54</b>	<b>\$</b>	<b>8,100</b>
7.1	Mitigation Assessment	PM I	\$ 150	54	\$	8,100
<b>Task 8</b>	<b>Site Safety &amp; Traffic Control</b>	<b>SS I</b>	<b>\$ 135</b>	<b>74</b>	<b>\$</b>	<b>9,990</b>
8.1	Review Contractor's Site Safety Procedures, Provide Comments	SS I	\$ 135	36	\$	4,860
8.2	Monitor Contractors Compliance with Established Safety Programs	SS I	\$ 135	18	\$	2,430
8.3	Investigate and Report Safety Incidents (assuming 2 incidents)	SS I	\$ 135	0	\$	-
8.4	Evaluate the Traffic Controls to ensure safe traffic handling	SS I	\$ 135	20	\$	2,700
<b>Task 9</b>	<b>Punch Walk &amp; Close Out</b>	<b>SPM</b>	<b>\$ 175</b>	<b>72</b>	<b>\$</b>	<b>12,658</b>
9.1	Draft Preliminary Punch List, Distribute to the Contractor	SPM	\$ 175	8	\$	1,400
9.2	Ensure the Contractor Corrects the Preliminary Punch List	SPM	\$ 175	8	\$	1,400
9.3	Schedule and Conduct Meeting for Client & Stakeholder for Sign Offs	SPM	\$ 175	12	\$	2,158
9.4	Process Contractor's Request to Release Retention	SPM	\$ 175	8	\$	1,400
9.5	Collect Required Certifications, Leases, Guarantees, Warranties, etc.	SPM	\$ 175	20	\$	3,500
9.6	Review All Redlines and As Built Drawings	SPM	\$ 175	16	\$	2,800
<b>Task 10</b>	<b>Final Project Report</b>	<b>SPM</b>	<b>\$ 175</b>	<b>33</b>	<b>\$</b>	<b>5,775</b>
10.1	Prepare the Final Project Report	SPM	\$ 175	25	\$	4,375
10.2	Certified Payroll Record Close-out	SPM	\$ 175	8	\$	1,400