



AGENDA

Garden Grove City
Council

Tuesday, March 28, 2023

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steve Jones

Mayor

George S. Brietigam

Mayor Pro Tem - District 1

John R. O'Neill

Council Member - District 2

Cindy Tran

Council Member - District 3

Joe DoVinh

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen

Council Member - District 6

COVID-19 Information: Members of the public can address the City Council during the public comment portion of the meeting in person or via e-mail. If you plan to attend the meeting in person, masks or face coverings are required to be worn if you are not vaccinated. If you feel ill or are showing symptoms of COVID-19, please consider submitting comments by e-mail. Instructions are available on the City's website at <https://ggcity.org/city-council/meetings-participation>

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the City Council, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: (714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Council Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public who attend the meeting in-person and would like to address the City Council are requested to complete a pink speaker card indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk before the meeting begins. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the City Council: After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to individual Council Members or staff members. Any person making impertinent, slanderous, or profane

remarks or who becomes boisterous while addressing the City Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

Time Limitation: When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

COUNCIL MEMBER O'NEILL, COUNCIL MEMBER TRAN, COUNCIL MEMBER DOVINH, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM BRIETIGAM, MAYOR JONES

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of David Skelton and Janice Skelton for being named Cypress College 2023 Americana Awards' Garden Grove Citizens of the Year.

2. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Council Member.)

- 3.a. Adoption of a Resolution of Commendation in recognition of David Skelton and Janice Skelton for being named Cypress College 2023 Americana Awards' Garden Grove Citizens of the Year. *(Action Item)*
- 3.b. Adoption of a Proclamation celebrating April as Arab American Heritage Month. *(Action Item)*
- 3.c. Adoption of a Proclamation recognizing April as Fair Housing Month. *(Action Item)*

- 3.d. Adoption of a Proclamation recognizing Black April Month. *(Action Item)*
- 3.e. Adoption of a Proclamation recognizing April as Sexual Assault Awareness Month. *(Action Item)*
- 3.f. Rejection of all construction bids and authorization to re-advertise a bid for the Central Cities Navigation Center Project Construction. *(Action Item)*
- 3.g. Acceptance of Project No. 02-2022 – Main Street Electrical Project as complete. *(Action Item)*
- 3.h. Approval of the proposed Fiscal Year 2023-24 West Orange County Water Board Cost Sharing Budget. *(Action Item)*
- 3.i. Approval of out-of-state travel to attend the Innovating Commerce Serving Communities (ICSC) 2023 Las Vegas Conference, at the Las Vegas Convention Center from May 21, through May 23, 2023. (Cost Estimate: \$10,000) *(Action Item)*
- 3.j. Authorize the issuance of a purchase order for new fitness equipment for Magnolia Park to Greenfields Outdoor Fitness, Inc. (\$68,428.68) *(Action Item)*
- 3.k. Receive and file minutes from the meeting held on February 14, 2023. *(Action Item)*

4. ITEMS FOR CONSIDERATION

- 4.a. Award a contract to Michael Baker International for the preparation of the California Environmental Quality Act (CEQA) compliance documents for the Civic Center Project. (Cost: \$331,051) *(Action Item)*
- 4.b. Award a contract for the Civic Center Bridge and Landscape Renovation Project IFB No. S-1302-A to RG General Engineering, Inc. (Cost: \$361,324) *(Action Item)*
- 4.c. Award of contracts for on-call professional geotechnical services for capital improvement projects to: Associated Soils Engineering; GMU Geotechnical; and Geocon West. (Cost: \$400,000 each contract) *(Action Item)*

5. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

6. ADJOURNMENT

The next Regular City Council Meeting is scheduled on Tuesday, April 11, 2023, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Ana Pulido
Dept.: City Manager Dept.: Community Relations
Subject: Adoption of a Resolution of Commendation in recognition of David Skelton and Janice Skelton for being named Cypress College 2023 Americana Awards' Garden Grove Citizens of the Year.
(Action Item) Date: 3/28/2023

Attached is a Resolution of Commendation in recognition of David Skelton and Janice Skelton for being named Cypress College 2023 Americana Awards' Garden Grove Citizens of the Year, recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	3/22/2023	Resolution	David_and_Janice_Skelton_Resolution.pdf

Resolution

David Skelton and Janice Skelton

Garden Grove Citizens of the Year

Cypress College 2023 Americana Awards

WHEREAS, David and Janice Skelton's meaningful work in the community has earned them the prestigious title of Garden Grove Citizens of the Year from the Cypress College 2023 Americana Awards; and

WHEREAS, Married for 18 years, David and Janice have dedicated their lives to volunteerism and service to Garden Grove for many years. They are both involved with the Garden Grove Chamber of Commerce, the Garden Grove Elks Lodge, the Garden Grove Emblem Club, the Garden Grove Strawberry Festival Association, and the Miss Garden Grove Pageant; and

WHEREAS, David is a supporter of the Garden Grove Chamber of Commerce and Janice has been a board member of the Women's Division of the Garden Grove Chamber of Commerce for fifteen years and has served as secretary for nine years. Both David and Janice received the Silver Spoon Award for their community involvement and volunteerism; and

WHEREAS, David is a longtime member of the Garden Grove Elks Lodge No. 1952, where he served as president in 2005 and received the Elk of the Year Award in 2019. David has been instrumental in many projects such as helping establish bingo to raise funds for the community and coordinating the Christmas Basket Program to help support over 200 local families during the holiday season; and

WHEREAS, Janice has been a member of the Garden Grove Emblem Club #279 for over forty years, where she served as president in 2021. Through her involvement with fundraising events, she has been able to donate over \$25,000 to local organizations like H.O.P.E. and the Gem Theater; and

WHEREAS, David and Janice's humanitarian, philanthropic, and partnership efforts with the community and the City of Garden Grove go beyond words and is further exemplified by their selection as this year's Cypress College 2023 Americana Awards' Garden Grove Citizen of the Year.

NOW, THEREFORE, BE IT RESOLVED, that the City of Garden Grove does hereby commend the achievements of David Skelton and Janice Skelton, and their meritorious recognition as the Cypress College 2023 Americana Awards' Garden Grove Citizen of the Year.

March 28, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation celebrating April as Arab American Heritage Month. (Action Item) Date: 3/28/2023

Attached is a Proclamation celebrating April as Arab American Heritage Month recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	3/21/2023	Proclamation	3-28-23_Arab_American_Heritage_Proclamation.pdf

PROCLAMATION

PROCLAIMING THE MONTH OF APRIL 2023

AS ARAB AMERICAN HERITAGE MONTH

WHEREAS, for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society, including art, medicine, law, business, technology, government, architecture, literature, and culture; and

WHEREAS, since migrating to the United States, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends, while also setting fine examples of model citizens and public servants; and

WHEREAS, Arab Americans have also enriched our society by embracing the American spirit of opportunity that makes our nation free and prosperous; and

WHEREAS, issues currently affecting Arab Americans, such as civil rights abuses, harmful stereotyping, harassment, and bullying, can be combatted by education and awareness; and

WHEREAS, Arab Americans join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and

WHEREAS, the immense contributions and heritage of Arab Americans have helped us build a better nation.

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council that the City celebrates the countless contributions that Arab Americans have made to American society and the City of Garden Grove, therefore hereby proclaims the month of April 2023 to be Arab American Heritage Month in Garden Grove.

March 28, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation recognizing April as Fair Housing Month. (*Action Item*) Date: 3/28/2023

Attached is a Proclamation recognizing April as Fair Housing Month in Garden Grove recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	3/21/2023	Proclamation	3-28-23_Proclamation_- _Fair_Housing_Month.pdf

PROCLAMATION

Fair Housing Month

WHEREAS, One of the greatest freedoms enjoyed by Americans is the freedom to live in a home of one's choice; and

WHEREAS, This promise made to us by the Nation's Fair Housing Law which requires that all people be treated equally in connection with sale or rental of housing, regardless of race, color, national origin, sex, gender identity, disability, sexual orientation, marital status, age, familial status or religion; and

WHEREAS, This year marks the 55th anniversary of the Federal Fair Housing Act, the original legislation targeting the elimination of housing discrimination in America; and

WHEREAS, Since the adoption of the fair housing legislation in April 1968, April has been designated Fair Housing Month. Each year the U.S. Department of Housing and Urban Development and the Fair Housing Foundation organize events and activities during this month to focus attention on the issue of equal opportunity in housing; and

WHEREAS, April is Fair Housing Month throughout the nation, we are asking each resident of the City of Garden Grove to support efforts to put into practice the principles of freedom, justice and equality upon which this great nation was founded.

NOW THEREFORE BE IT PROCLAIMED that April 2023 is Fair Housing Month in Garden Grove.

March 28, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation recognizing Black April Month. (*Action Item*) Date: 3/28/2023

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	3/21/2023	Proclamation	3-28-23_Black_April_Memorial_Month_Resolution.pdf

PROCLAMATION

PROCLAIMING THE MONTH OF APRIL

AS BLACK APRIL MEMORIAL MONTH

- WHEREAS, April 30, 2023, marks the 48th anniversary of the fall of Saigon on April 30, 1975, to communism; and
- WHEREAS, For many Vietnam and Vietnam-era veterans who were directly involved in the war and Vietnamese Americans who have settled in the United States, the Vietnam War was a tragedy full of great suffering and the loss of American, Vietnamese, and Southeast Asian lives; and
- WHEREAS, Fifty-eight thousand one hundred sixty-nine Americans were killed and 304,000 were wounded out of the 2.59 million people who served in the Vietnam War. One out of every ten Americans who served in Vietnam became a casualty of war; and
- WHEREAS, The Vietnam War resulted in the deaths of 250,000 South Vietnamese soldiers and two million Vietnamese civilians; and
- WHEREAS, After the fall of Saigon, over 135,000 Vietnamese people and their families fled to the United States, including former military personnel, government officials, and those who had worked for the United States during the war; and
- WHEREAS, Hundreds of thousands of people took boats in order to leave Vietnam in the late 1970s to mid-1990s. The successful emigrants reached refugee camps in Thailand, Malaysia, Indonesia, the Philippines, and Hong Kong; while approximately one-half of the people fleeing Vietnam perished at sea; and
- WHEREAS, Human rights, religious freedom, democracy, and protection against threats of aggression are important concerns of Vietnamese Americans; and
- WHEREAS, We must teach our children and future generations important lessons from the Vietnam War, including how the plight of the Vietnamese refugees following the end of war serves as a powerful example of the values of freedom and democracy; and
- WHEREAS, We, should actively rededicate ourselves to the principles of human rights, individual freedom, sovereignty, and equal protection under the laws of a just and democratic world. We should set aside moments of time every year on April 30 to give remembrance to the soldiers, medical personnel, and civilians who died during the Vietnam War in pursuit of freedom; and

WHEREAS, Vietnamese American communities throughout California will commemorate April 30, 2023, as Black April, a day of remembrance and rededication to the principles of freedom, including freedom of expression, freedom of press, and internet freedom;

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council, that in recognition of the great tragedy and suffering and lives lost during the Vietnam War, the month of April 2023 shall be proclaimed as Black April Memorial Month, a special time for citizens to remember the countless lives lost during the Vietnam War era, and to hope for more justice and liberty for the people of Vietnam.

March 28, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation recognizing April as Sexual Assault Awareness Month. Date: 3/28/2023
(*Action Item*)

Attached is a Proclamation recognizing April as Sexual Assault Awareness Month, recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	3/21/2023	Proclamation	3-28-23_SAAM.pdf

Proclamation

APRIL 2023 SEXUAL ASSAULT AWARENESS MONTH

- WHEREAS, Sexual Assault Awareness Month (SAAM) calls attention to the fact that sexual violence is widespread and impacts millions of adults, teenagers, and children; and
- WHEREAS, the goal of Sexual Assault Awareness Month is to raise public awareness about sexual violence and educate communities on how to prevent it; and
- WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show that one out of every six American women have been victims of attempted or completed rape, and one out of every ten men; and
- WHEREAS, child sexual abuse prevention must be a priority to confront the reality that what is reported is that one in nine girls and one in 53 boys under the age of 18 experience sexual abuse or assault at the hands of an adult; and
- WHEREAS, sexual assault affects individuals across all ages, abilities, sexual orientations, gender identities, and of all racial, social, religious, ethnic, and economic backgrounds; and
- WHEREAS, the National Sexual Violence Resource Center is promoting thirty days of SAAM with this year's theme "Drawing Connections: Prevention Demands Equity"; and
- WHEREAS, Together we can make a difference to educate people about prevention, to promote the safety of others, and to show survivors they are believed and supported.

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council that the City of Garden Grove recognizes April 2023 as Sexual Assault Awareness Month and hopes that each day of the month and year is an opportunity to create change for the future.

March 28, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	Rejection of all construction bids and authorization to re-advertise a bid for the Central Cities Navigation Center Project Construction. (<i>Action Item</i>)		
		Date:	3/28/2023

OBJECTIVE

For the City Council to reject all bids and authorize re-advertising of a bid for the Central Cities Navigation Center Project.

BACKGROUND

On February 6, 2023, the City advertised for a bid to develop and construct the Central Cities Navigation Center at 13871 West Street. Two bids were received on March 20, 2023, in the sums of \$4,884,972.00 and \$6,935,000.00.

DISCUSSION

Both bids received have irregularities and may lead to protests. Staff recommends the rejection of all bids received and the re-advertisement of the project. The bid documents and Public Contracts Code 20166 authorize the City Council to reject all bids and re-advertise.

FINANCIAL IMPACT

The financial impact for rejecting all bids and re-advertising the project is minimal.

RECOMMENDATION

It is recommended that the City Council:

- Reject all bids received on Monday, March 20, 2023 for the Central Cities Navigation Center Project; and
- Authorize staff to re-advertise the project.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Craig Beck
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Acceptance of Project No. 02-2022 – Main Street Electrical Project as complete. (<i>Action Item</i>)	Date:	3/28/2023

OBJECTIVE

For City Council to accept Project No. 00-2022, Main Street Electrical Project, as complete and authorize City Manager to execute the Notice of Completion of Public Improvement and Work.

BACKGROUND

On July 12, 2022, a construction contract was awarded to Select Electric, Inc. for public improvements to install a power source for the new tree lights for the commercial area and electrical stations for Main Street special events. The project was located on Main Street between Garden Grove Boulevard and Acacia Parkway as well as, the Pecor Plaza.

DISCUSSION

The contractor, Select Electric, Inc., has completed the work in accordance with the plans, specifications, contract, and other related documents.

FINANCIAL IMPACT

Funding was provided by the Small Business Relief Program Grant funds awarded to the Garden Grove Community Foundation, and general funds included in the Economic Development operational budget.

RECOMMENDATION

It is recommended that the City Council:

- Accept the Main Street Electrical Project No. 00-2022 as complete;
- Authorize the City to Manager to execute the Notice of Completion of Public

Works Improvements and Work, and

- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Paul Guerrero, Sr. Real Property Agent

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion	3/21/2023	Notice	City_of_Garden_Grove_- _Select_Electric__Inc_- _Notice_of_Completion_- _March_28__2023.pdf

RECORDING REQUESTED BY

When Recorded Mail To:

City Clerk
City of Garden Grove
P. O Box 3070
Garden Grove, CA 92842

This document is exempt from
payment of recording fee pursuant
to Section 27383 of the Government
Code. By:

**NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK**

NOTICE IS HEREBY GIVEN that the City of Garden Grove, Orange County, California, has caused an electrical project, to wit:

PROJECT NO. 02-2022
Main Street Electrical Project No. 02-2022

Notice is hereby given by the undersigned that the Main Street Electrical Project No. 02-2022 has been completed. The contract for furnishing of all labor, services, materials, equipment, transportation, and installation, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation, and completion of the above-described public improvement and work, was heretofore made and entered into with Select Electric, Inc., on the 12th day of July, 2022, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Staff has notified the City Council that City Staff has made and completed a final inspection of the materials furnished and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all labor, services, materials, equipment, transportation, installation, and the performing of all work necessary for the construction, installation, and completion of said public improvement project above described have been fully complied with to City Staff satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement project above described was made on the 28th day of March 2023; that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said improvement in fee upon which it was constructed of said public improvement and work hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. 02-2022
Main Street Electrical Project No. 02-2022

NAME OF SURETY on Labor and Material Bond is: FIDELITY AND DEPOSIT COMPANY OF
MARYLAND
ATTENTION:
1299 ZURICH WAY, 5TH FLOOR
SCHAUMBURG, IL 60196-1056
Tel. No. (213) 270-0715

DATED this _____ day of _____ 20 ____

CITY OF GARDEN GROVE

By _____
Lisa L. Kim
City Manager

ATTEST:

By _____
Teresa Pomeroy
City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the Director of Community and Economic Development Department.

I have read the foregoing Notice of Completion of Public Improvement and Work, and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters, which are therein stated upon my information or belief, and as to those matters I believe to be true.

I certify (or declare), under penalty of perjury, that the foregoing is true and correct.

Executed on March 28, 2023 at Garden Grove, California
(Date) (Place)

Craig Beck
Director of Community and Economic
Development Department

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of the proposed Fiscal Year 2023-24 West Orange County Water Board Cost Sharing Budget. (<i>Action Item</i>)	Date:	3/28/2023

OBJECTIVE

To receive City Council approval of the West Orange County Water Board Fiscal Year 2023-24 proposed cost sharing budget for operational expenses and cathodic protection system (CP) project cost.

BACKGROUND

The West Orange County Water Board (WOCWB) is a joint powers authority created in 1967 by the cities of Garden Grove, Huntington Beach, Seal Beach, and Westminster for the purpose of maintenance and operation of shared water transmission lines for imported water. One of the connections is located near Bolsa/Newland and is referred to as OC-9. The other connection is located near Westminster/Willow and is referred to as OC-35.

Of those shared water transmission lines, the OC-9 and OC-35 transmission lines require life extension, as each pipeline is 64 years and 56 years old respectively. The average lifespan of a cement lined and coated steel pipeline ranges between 70-80 years. The options to ensure that water service to member agencies would continue into the future would be to replace the pipelines in 10 to 20 years at a cost of \$50 million or install a CP at a cost of \$8 million. On March 18, 2020, the WOCWB voted to proceed with the installation of a CP, which is also the most cost effective solution.

DISCUSSION

The joint powers agreement requires that the WOCWB prepare a proposed annual budget and that each of the contracting public agencies approve the budget before its adoption. The total WOCWB budget for fiscal year 2023-24 is \$1,557,000 for operational expenses and capital costs. A table showing the annual breakdown by agency is included as an attachment.

The WOCWB estimates that OC-9 will cost \$3.8 million for a CP and OC-35 would cost \$4.2 million for a CP. Due to these costs, WOCWB staff is recommending that the member agencies make an annual payment to a special fund over an eight-year period in order to finance both projects. The WOCWB would accumulate funds for OC-9 based on agency ownership share for the first four years, with design to begin in year three and construction in year four. Similarly, the WOCWB would accumulate funds for OC-35 in years five through eight, with design in year seven and construction in year eight.

FINANCIAL IMPACT

The City of Garden Grove Water Services Division share is set at 4.2 percent of the total operational expenses and CP project cost and amount for an annual total of \$45,444. There is no impact to the General Fund. This will be funded by the Water Enterprise Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the West Orange County Water Board Fiscal Year 2023/24 proposed cost sharing budget for operational expenses and cathodic protection system project cost.

By: Samuel Kim, Water Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Budget	2/28/2023	Backup Material	WOCWB_FY_23-24_Budget.pdf

WEST ORANGE COUNTY WATER BOARD
PROPOSED FISCAL YEAR 2023/24 BUDGET

		FY 22/23 Approved	FY 23/24 Proposed
ACCOUNT NUMBER	ACCOUNT DESCRIPTION		
	OPERATING EXPENSES		
50885101.61200	Electricity	\$4,500	\$4,500
50885101.64620	Contracts for Repairs and Maintenance	\$30,000	\$30,000
	PLC Design for SCADA	\$25,000	\$25,000
	Vault (2) Refurbishment	\$20,000	\$0
50885101.69345	Auditing	\$5,500	\$5,500
50885101.69375	Attorney Fees	\$2,500	\$2,500
50885101.73010	General/Liability Insurance	\$9,500	\$9,500
50885101.75400	Board Stipend Expense	\$2,500	\$2,500
50885101.79100	Contingency	\$2,500	\$2,500
50885101.82100	Cathodic Protection	\$1,000,000	\$1,000,000
	OPERATING EXPENSES	\$1,102,000	\$1,082,000
	NON OPERATING EXPENDITURES		
50885102.88010	Debt Service ¹	\$525,000	\$475,000
	TOTAL	\$1,627,000	\$1,557,000
50885103.82100	Cathodic Protection Design ²	\$0	\$300,000

¹Cities of Huntington Beach and Seal Beach for OC-35 realignment project loan

² Cathodic Protection Design Funds will come from funds already collected for the project beginning in FY 2020-21, including the current request, and will not increase the total budget request of \$1,557,000

FISCAL YEAR 2023/24 PROPOSED BUDGET AGENCY CONTRIBUTIONS

Operating Budget (Including Cathodic Protection)

ACCOUNT NUMBER	AGENCY	OWNERSHIP PERCENTAGE	FY 23/24 COST
50800508.46610	Huntington Beach	56.1	\$607,002
50800508.46620	Garden Grove	4.2	\$45,444
50800508.46630	Seal Beach	14.3	\$154,726
50800508.46640	Westminster	25.4	\$274,828
	Totals	100.0	\$1,082,000

Fifth Year OC-35 Relocation Project Loan Payment

50800508.46610	Huntington Beach	56.1	\$418,372
50800508.46620	Garden Grove*	4.2	\$0
50800508.46630	Seal Beach	14.3	\$56,628
50800508.46640	Westminster*	25.4	\$0
	Totals	100.0	\$475,000

*Garden Grove and Westminster have paid off their portions of the loan

Total Adopted Budget

50800508.46610	Huntington Beach	56.1	\$1,025,374
50800508.46620	Garden Grove*	4.2	\$45,444
50800508.46630	Seal Beach	14.3	\$211,354
50800508.46640	Westminster*	25.4	\$274,828
	Total Budget		\$1,557,000

Cathodic Protection Program Timeline

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY25/26	FY26/27	FY 27/28	Total
Total Member Agency Contribution	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$8,000,000
OC-9 Design				-\$300,000					-\$300,000
OC-9 Construction ¹					-\$3,500,000				-\$3,500,000
OC-35 Design							-\$300,000		-\$300,000
OC-35 Construction ¹								-\$3,900,000	-\$3,900,000

1 Design and Contruction cost estimates were made when the program was proposed in the FY 20/21 budget. Costs are anticipated to increase due to recent inflation. A more accurate estimate will be available after the OC-9 design is complete.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa Kim	From:	Craig Beck
Dept.:	City Manager	Dept.:	Community & Economic Development
Subject:	Approval of out-of-state travel to attend the Innovating Commerce Serving Communities (ICSC) 2023 Las Vegas Conference, at the Las Vegas Convention Center from May 21, through May 23, 2023. (Cost Estimate: \$10,000) (<i>Action Item</i>)		
		Date:	3/28/2023

OBJECTIVE

For the City Council to approve out-of-state travel to attend the Innovating Commerce Serving Communities (ICSC) 2023 Las Vegas Conference, at the Las Vegas Convention Center from May 21, through May 23, 2023. (Cost Estimate: \$10,000) (Action Item)

BACKGROUND

Founded in 1957, ICSC is the global convention for the shopping center industry and provides networking, dealmaking and educational opportunities for retail and real estate professionals from around the world. Its more than 70,000 members in over 100 countries include shopping center owners, developers, managers, investors, retailers, brokers, academics, and public officials.

DISCUSSION

At the ICSC 2023 Las Vegas Conference, the City will have the opportunity to meet with active members and take advantage of networking, deal making and education opportunities. The convention typically features approximately 1,000 exhibiting companies in various aspects of real estate development.

Attendance at this convention will allow the City's Office of Economic Development team to explore economic, marketing and promotional conditions affecting the retail and commercial industry. Promoting and marketing the City of Garden Grove to industry retail representatives and developers remains a priority. As an exhibitor, the City will maximize its opportunity to meet with key players in the shopping center, hospitality and housing development arenas. In addition, by attending the convention, staff will meet with potential developers by canvassing the tradeshow floor.

Due to Brown Act concerns, a limit of three (3) Council Members may attend the convention. With the ICSC 2023 Las Vegas Conference two months away, staff will soon have to register and make travel arrangements for the Council Members who will attend. Although staff will host the exhibit booth for the duration of the convention, which ends on Tuesday, May 23, 2023, City Council Members have the option to return sooner.

FINANCIAL IMPACT

There is no financial impact to the General Fund, and travel expenses have been budgeted for Fiscal Year 2023-2024.

RECOMMENDATION

It is recommended that the City Council:

- Approve the out-of-state travel for up to three Council Members and six staff to attend the ICSC 2023 Las Vegas Conference at the Las Vegas Convention Center Sunday, May 21, 2023 through Tuesday, May 23, 2023.

By: Grace Lee, Project Manager

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Authorize the issuance of a purchase order for new fitness equipment for Magnolia Park to Greenfields Outdoor Fitness, Inc. (\$68,428.68) (<i>Action Item</i>)		
Date:	3/28/2023		

OBJECTIVE

To request City Council authorization to purchase fitness equipment from Greenfields Outdoor Fitness Inc., through the Sourcwell competitive bid program, Contract #010721-GRN.

BACKGROUND

The replacement of the fitness equipment at Magnolia Park is part of the capital improvement priorities outlined in the 2019 Parks and Facilities Master Plan. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase this type of equipment

DISCUSSION

Sourcwell solicits, evaluates, and awards contracts to companies through a competitive bid process. As a member of Sourcwell, the City is able to utilize Sourcwell bid awards for equipment purchases. Staff recommends to purchase this playground equipment through this competitive bid program, Contract #010721-GRN for Greenfields Outdoor Fitness Inc.

FINANCIAL IMPACT

There is no impact to the General Fund. The total amount of \$68,428.68 will be

funded by the Prop 68 Per Capita grant of the 2018 Park Bond Act.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order to Greenfields Outdoor Fitness Inc., in the amount of \$68,428.68, for the purchase of playground equipment for Magnolia Park.

By: Mark Freeman, Recreation Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
GreenFields Equipment Estimate	3/17/2023	Backup Material	Estimate#22322_-_CA_-_Garden_Grove_-_Magnolia_Park_V8_-_Sourcewell.pdf
Greenfields presentation	3/17/2023	Backup Material	CA-Garden_Grove-Magnolia_Park-V8_-_Presentation.pdf
GreenFields Sourcewell Contract	3/17/2023	Backup Material	Greenfields_Contract_010721_-_sourcewell.pdf



Estimate

Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive

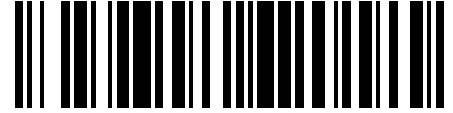
Anaheim, CA 92801

Phone: 888-315-9037

Fax: 866-308-9719

Email: orders@greenfieldsfitness.com

Order #	Date
S22322	01/23/2023



Bill To:	Ship To:
Magnolia Park City of Garden Grove 11222 Acacia PArway Garden Grove, CA 92842	Magnolia Park 11402 Magnolia Street Garden Grove, CA 92842
Customer: Magnolia Park	Contact: Magnolia Park

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
SM	NET 30	Origin	Freight	01/23/2023

Item #	Number	Description	Color	Unit Price	Qty	Total Price
1	Sourcwell Contract #	Sourcwell Contract# 010721-GRN City of Garden Grove Sourcwell Member ID#32278		\$0.00	1 ea	\$ 0.00
2		2023 Design V8 Rev1 - 2023-01-23				
3	UBX217-01	Squat (adjustable resistance)	Green	\$5,995.00	1 ea	\$ 5,995.00
4	UBX222-01	Tai-Chi (with resistance)	Green	\$2,495.00	1 ea	\$ 2,495.00
5	UBX223-01	Sit-Up Bench	Green	\$2,695.00	1 ea	\$ 2,695.00
6	UBX244-01	Tricep Press (adjustable resistance)	Green	\$5,995.00	1 ea	\$ 5,995.00
7	UBX247-01	Vertical Press (adjustable resistance)	Green	\$5,995.00	1 ea	\$ 5,995.00
8	UBX248-01	Shoulder Press (adjustable resistance)	Green	\$5,995.00	1 ea	\$ 5,995.00
9	UBX289-01	Upright Bike (with resistance)	Green	\$2,595.00	1 ea	\$ 2,595.00
10	UBX290-01	Rower (adjustable resistance)	Green	\$5,995.00	1 ea	\$ 5,995.00
11	UBX293-01	Bench Press (adjustable resistance)	Green	\$5,995.00	1 ea	\$ 5,995.00
12	UBX298-01	Leg Extension & Curl (adjustable resistance)	Green	\$5,995.00	1 ea	\$ 5,995.00
13		ACCESSIBLE FITNESS AREA				
14	UBX244W-01	Accessible Tricep Press (adjustable resistance)	Green	\$5,995.00	1 ea	\$ 5,995.00
15	UBX248W-01	Accessible Shoulder Press (adjustable resistance)	Green	\$5,995.00	1 ea	\$ 5,995.00
16	SGR105-01	Customized Announcement Sign (formerly SGR2005-1-105)	Green	\$1,795.00	2 ea	\$ 3,590.00
17		Subtotal				\$ 65,330.00
18	Sourcwell Member Discount	Sourcwell Member Discount				-\$ 4,573.10
19	On-Site Supervision	On-Site Warranty Inspection & Supervision		\$1,250.00	1 ea	\$ 1,250.00
20	Shipping & Handling	Ships in large crates - forklift is needed to unload		\$1,500.00	1 ea	\$ 1,500.00
21	SM Installation	All units are Surface Mount installation method, installation NOT included and done by others		\$0.00	1 ea	\$ 0.00

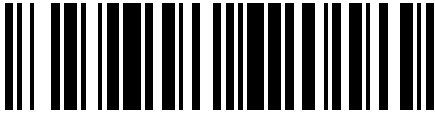


Greenfields Outdoor Fitness, Inc

2617 West Woodland Drive
Anaheim, CA 92801
Phone: 888-315-9037
Fax: 866-308-9719
Email: orders@greenfieldsfitness.com

Estimate

Order #	Date
S22322	01/23/2023



Prices are valid for 60 days from the Estimate date.
CUSTOMER APPROVAL: I hereby approve this order, the item selection, color selection, and overall Terms & Conditions. I understand should collection of this agreement become necessary, I agree to pay all collection fees and attorney fees/ court costs, etc. The undersigned customer authorizes Greenfields to ship tems on this estimate and pay Greenfeilds the amount specified per payment terms listed on this estimate.

Approval signature: : _____ Date:_____

Signed by (print name) _____

January 23, 2023 4:05:16 PM PST

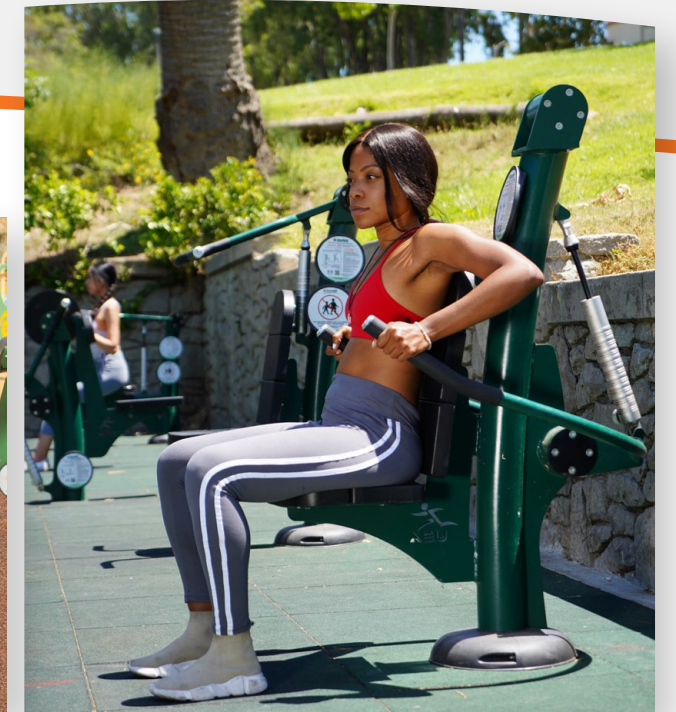
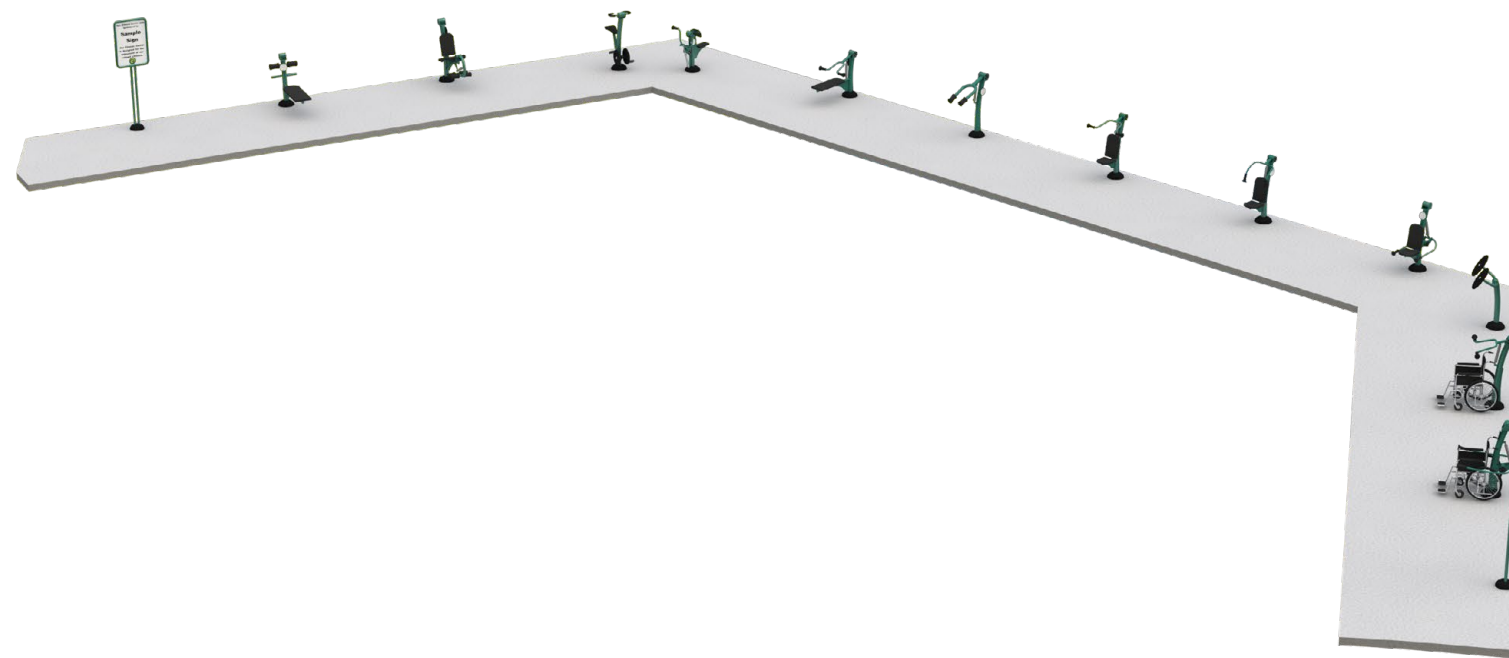
Subtotal:	\$63,506.90
Sales Tax:	\$4,921.78
Total:	\$68,428.68

Magnolia Park



Proposed Fitness Zone

Magnolia Park
Garden Grove, CA
Version8 Rev1 2023-01-23



Why Greenfields Outdoor Fitness?

It's never been more important to get everyone in the community exercising!

Since 2007, Greenfields Outdoor Fitness has led the way in creating fun, interactive exercise areas available to the public 24/7.

FITNESS FOR YOUR COMMUNITY There's no one-size-fits-all approach to fitness! We specialize in making sure that everyone – from teens to adults to seniors, and even people in wheelchairs – can exercise on equipment that's suited to their needs. By helping people overcome the obstacles in their journey to becoming healthier, Greenfields is improving the quality of life for people across the world.

CUSTOMIZE IT!

Need to modify one of our packages to your project's needs? Our design team is ready to help. Looking for custom colors? Just let us know what you need.



PEACE OF MIND Our industry-leading warranty means you should expect no out-of-pocket maintenance costs for at least the first five years. Greenfields' equipment is installed across the U.S. from Alaska to Miami, and even overseas. In case of any issues, our expert support team is just a phone call away.



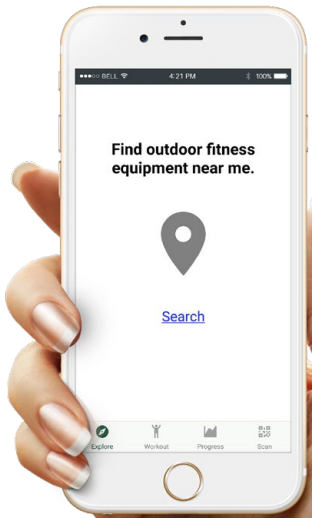
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IN THIS PRESENTATION

PROPOSED DESIGN	3-5
UNIT SELECTION	6
PROJECT LAYOUT	7-8
UNIT DETAILS	9-11
SIGNAGE	12-13
INSTALLATION & MAINTENANCE	15-16
WARRANTY	17

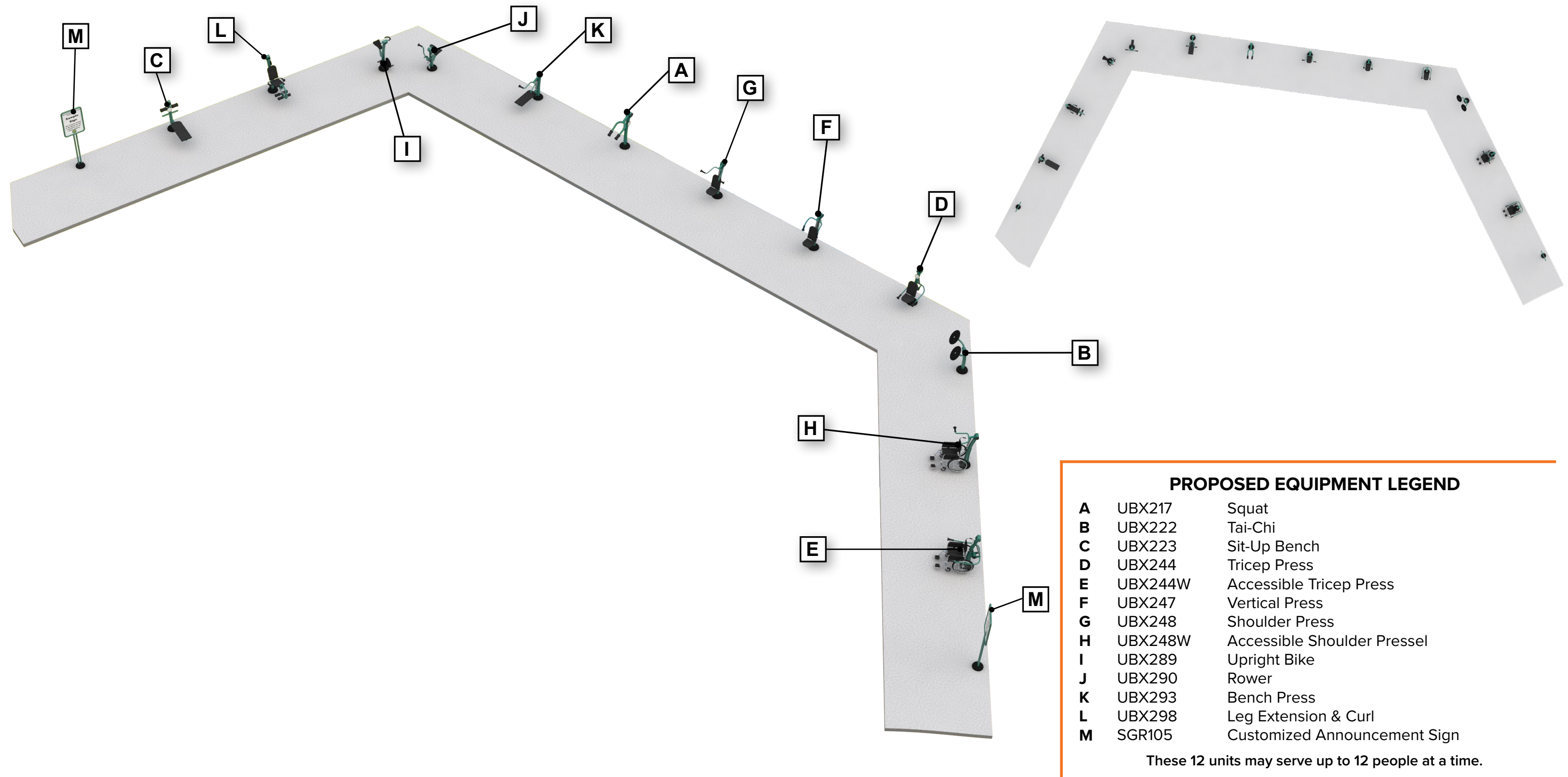
Introducing the
GREENFIELDS OUTDOOR FITNESS APP!
see page 14 for details

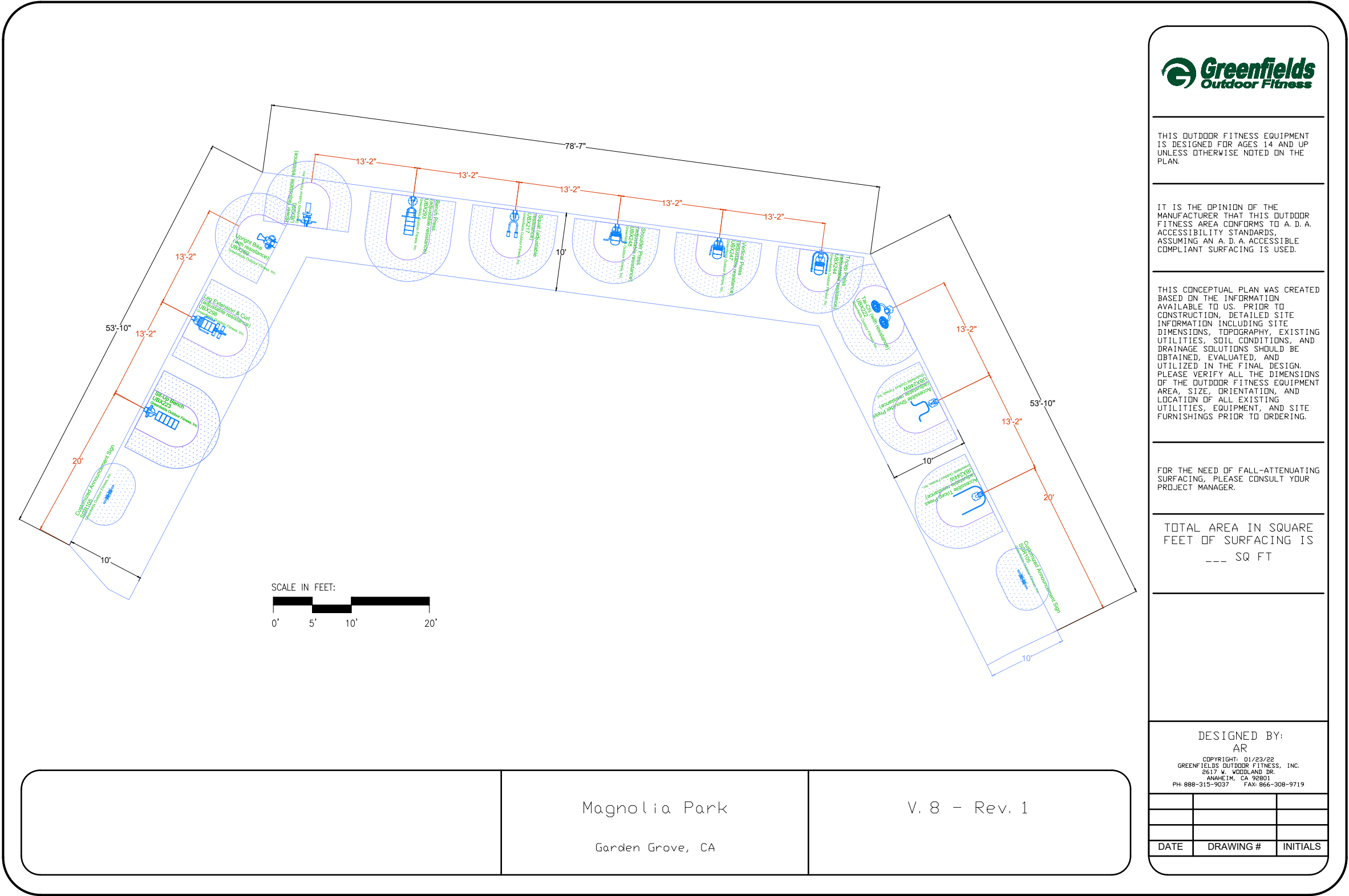


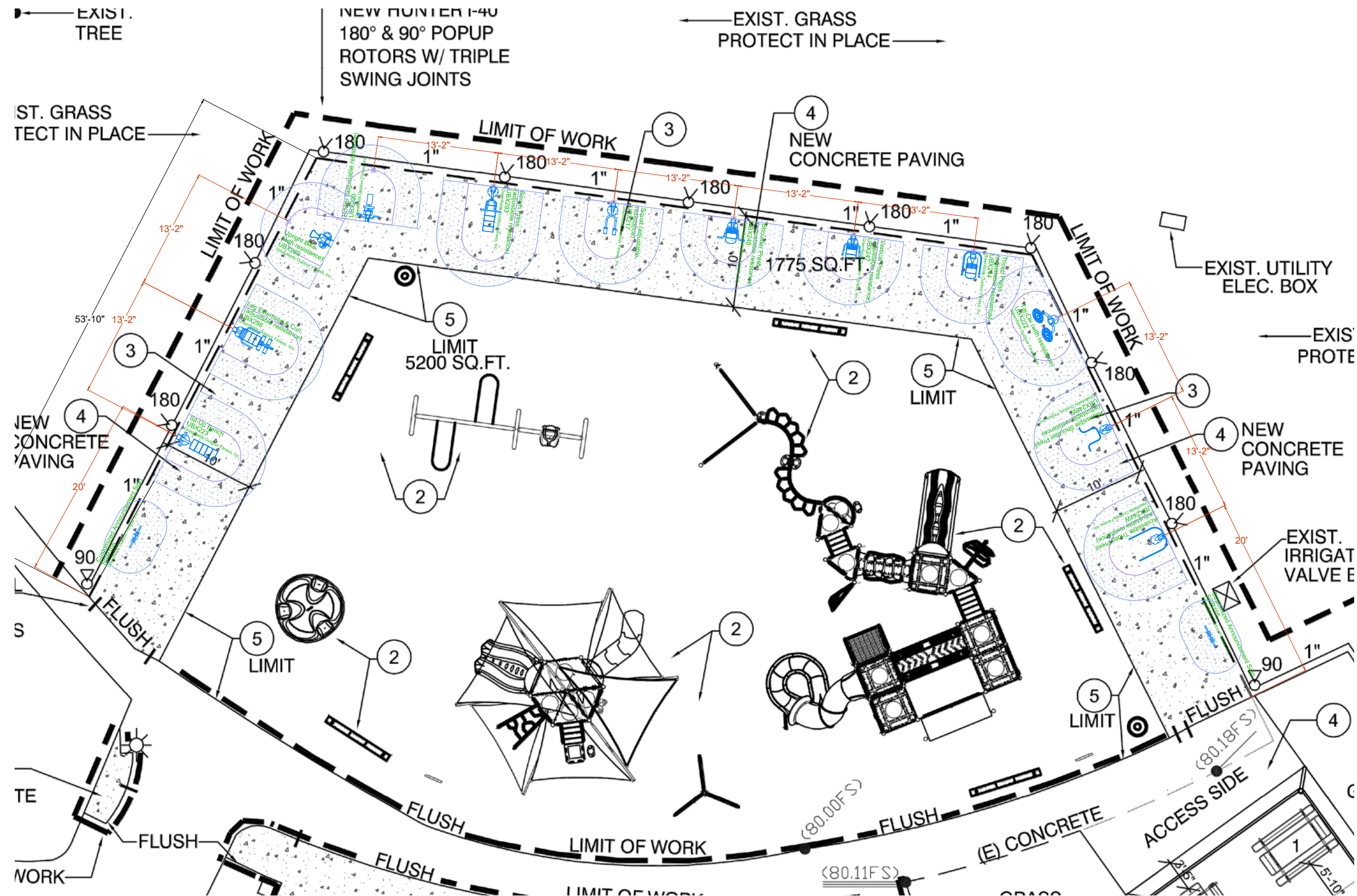












Accessible Tricep Press)
UBX244W



Accessible Shoulder Press
UBX248W





Squat
UBX217



Tai-Chi
UBX222



Sit Up Bench
UBX223



Tricep Press
UBX244



Vertical Press
UBX247



Shoulder Press
UBX248



Upright Bike
UBX289



Bench Press
UBX293

Leg Extension & Curl
UBX298






CUSTOMIZED ANNOUNCEMENT BOARD SGR105

This announcement board can be used to:

- State safety guidelines
- Acknowledge project donors/sponsors
- Encourage healthy lifestyle choices
- Provide sample workouts

Customization available at no charge
(text, logos, etc.)

EXAMPLES OF COMPLETED SIGNS




City of Wildwood Recreation Complex FITNESS ZONE


The fitness equipment is designed for your enjoyment. For your safety, we ask you to comply with the following:


- 1 You assume all risk and responsibility for use of the exercise equipment at this facility.
- 2 You must be at least 14 years old to use this equipment.
- 3 Parents/Guardians: To avoid injuries, do not let your underage children use the equipment.
- 4 Consult your physician prior to starting any physical fitness training program.
- 5 The City does not provide any supervision for the use of the equipment.
- 6 Any potential users with known adverse health conditions should not use this equipment.
- 7 Before using the equipment, check for loose parts, breaks, cracks or other conditions needing attention. If any abnormalities are noticed, do not use the equipment. Please call 609-522-5837.
- 8 Perform exercises according to instructions on each piece of equipment.
- 9 Breathe normally during physical activity.
- 10 Perform resistance exercises according to instructions in a slow, controlled manner over the full range of motion. Performing the movements too quickly may result in an injury.
- 11 During exercise, pay attention to how your body feels. If pain or discomfort occurs, STOP THE EXERCISE IMMEDIATELY.
- 12 Rest and recovery are important between sets and exercises. Please allow 2 minutes of rest between exercises.
- 13 Keep a safe distance from exercise equipment when in use by others.

The City of Wildwood shall not be liable for any personal injury to any person resulting from the use of the exercise equipment at this facility.



Download the App
Point a smartphone camera at this code to download the Greenfields App. The perfect companion for your workout! Watch video demos, create exercise routines, and log your progress. It's the best way to get healthy with Greenfields!






Skytower Park FITNESS ZONE


The fitness equipment is designed for your enjoyment. For your safety, we ask you to comply with the following:

- 1 You assume all risk and responsibility for use of the exercise equipment at this facility.
- 2 You must be at least 14 years old to use this equipment.
- 3 Parents/Guardians: To avoid injuries, do not let your underage children use the equipment.
- 4 Consult your physician prior to starting any physical fitness training program.
- 5 The City does not provide any supervision for the use of the equipment.
- 6 Any potential users with known adverse health conditions should not use this equipment.
- 7 Before using the equipment, check for loose parts, breaks, cracks or other conditions needing attention. If any abnormalities are noticed, do not use the equipment. Please call 661-723-6077.
- 8 Perform exercises according to instructions on each piece of equipment.
- 9 Breathe normally during physical activity.
- 10 Perform resistance exercises according to instructions in a slow, controlled manner over the full range of motion. Performing the movements too quickly may result in an injury.
- 11 During exercise, pay attention to how your body feels. If pain or discomfort occurs, STOP THE EXERCISE IMMEDIATELY.
- 12 Rest and recovery are important between sets and exercises. Please allow 2 minutes of rest between exercises.
- 13 Keep a safe distance from exercise equipment when in use by others.

The City of Lancaster shall not be liable for any personal injury to any person resulting from the use of the exercise equipment at this facility.



Download the App
Point a smartphone camera at this code to download the Greenfields App. The perfect companion for your workout! Watch video demos, create exercise routines, and log your progress. It's the best way to get healthy with Greenfields!





FITNESS ZONE®

Get Active!

Try to be active every day. Even if you've never exercised or haven't exercised in many years, you can benefit from fitness at any age.

Before You Start:

- Start slowly. Warm up for 5 to 10 minutes with easy stretching or brisk walking.
- Take it easy. Moderate exercise can benefit you as much as intense exercise.
- Read and understand all exercise instructions.

A Complete Exercise Program Includes 3 TYPES OF ACTIVITY:



AEROBIC EXERCISE
(minimum 30 minutes a day)

- Raises your heart rate
- Uses the large muscles of the body (arms, legs, back)
- Decreases risk of chronic disease
- Helps you lose weight



STRENGTH-BUILDING
(minimum 10 minutes a day)

- Increases strength
- Improves balance
- Increases bone density



STRETCHING
(minimum 5 to 10 minutes a day)

- Loosens stiff joints
- Lengthens and loosens muscles






FITNESS ZONE AREAS ARE A PRODUCT OF THE TRUST FOR PUBLIC LAND TO HELP COMMUNITIES GET FIT AND STAY HEALTHY. go.fittrust.com



ZONA DE EJERCICIOS®

¡Actívale!

Intenta estar activo todos los días. Incluso si nunca ha hecho ejercicios o no lo ha hecho en muchos años, puede beneficiarse del ejercicio físico a cualquier edad.

Antes de que empieces:

- Comience lentamente. Calentar durante 5 a 10 minutos con estiramientos fáciles o caminatas rápidas.
- Tómalo con calma. El ejercicio moderado puede beneficiarlo tanto como el ejercicio intenso.
- Lea y comprenda todas las instrucciones de ejercicio.

Un programa completo de ejercicios incluye 3 TIPOS DE ACTIVIDAD:



EJERCICIO AEROBICO
(mínimo 30 minutos al día)

- Aumenta su ritmo cardíaco
- Utiliza los músculos grandes del cuerpo (brazos, piernas, espalda)
- Disminuye el riesgo de enfermedades crónicas
- Le ayuda a perder peso



FORTALECER LOS MÚSCULOS
(mínimo 10 minutos al día)

- Aumenta masa muscular
- Fortalece los músculos
- Aumenta la densidad ósea



ESTIRAMIENTO
(mínimo de 5 a 10 minutos al día)

- Aligera las articulaciones rígidas
- Alarga y afloja los músculos







EL ÁREA DE LA ZONA DE EJERCICIOS ES UN PRODUCTO DE LA TRUST FOR PUBLIC LAND PARA AYUDAR A LAS COMUNIDADES A ADAPTARSE Y MANTENERSE SALUDABLES. go.fittrust.com

Welcome to Your Fitness Zone

The fitness equipment is designed for your enjoyment. For your safety, we ask you to comply with the following:

1. You assume all risk and responsibility for use of the exercise equipment at this facility.
2. You must be at least 14 years old to use this equipment.
3. Parents/Guardians: To avoid injuries, do not let your underage children use the equipment.
4. Consult your physician prior to starting any physical fitness training program.
5. The City does not provide any supervision for the use of the equipment.
6. Any potential users with known adverse health conditions should not use this equipment.
7. Before using the equipment, check for loose parts, breaks, cracks or other conditions needing attention. If any abnormalities are noticed, do not use the equipment. Please call 408-966-4820.
8. Perform exercises according to instructions on each piece of equipment.
9. Breathe normally during physical activity.
10. Perform resistance exercises according to instructions in a slow, controlled manner over the full range of motion. Performing the movements too quickly may result in an injury.
11. During exercise, pay attention to how your body feels. If pain or discomfort occurs, STOP THE EXERCISE IMMEDIATELY.
12. Rest and recovery are important between sets and exercises. Please allow 2 minutes of rest between exercises or sessions.
13. Keep a safe distance from exercise equipment when in use by others.



THIS PROJECT WAS MADE POSSIBLE BY:



ROBERT A. BOTHMAN CONSTRUCTION



OPTUM™



Promoting Wellness & Fighting Obesity One Community at a Time.

Unit labels feature safety guidelines, exercise instructions and more!



ADA Label included on units from
Greenfields' Signature Accessible™ line

The GREENFIELDS OUTDOOR FITNESS APP

Greenfields is excited to announce the launch of our exclusive, just-released APP!
 The Greenfields App is the perfect companion to our multigenerational outdoor gyms, giving users the ability to search for gyms near their location, explore exercises available on Greenfields units, create workouts, and log their progress.

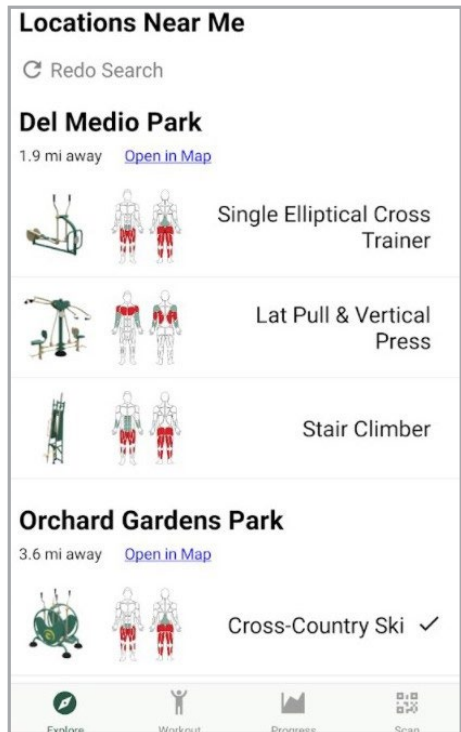


greenfieldsfitness.com/app-download/

Now available on iOS and Android.

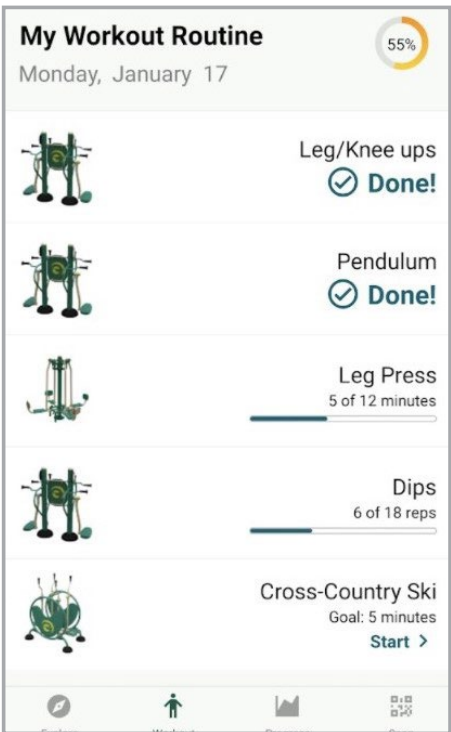
EXPLORE

search for gyms near you



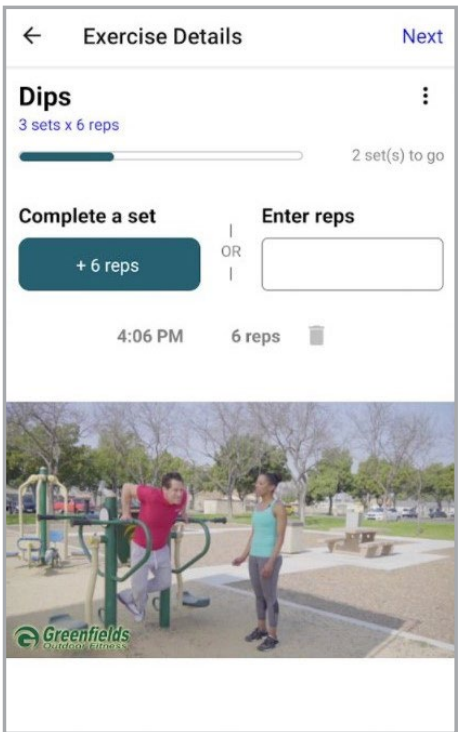
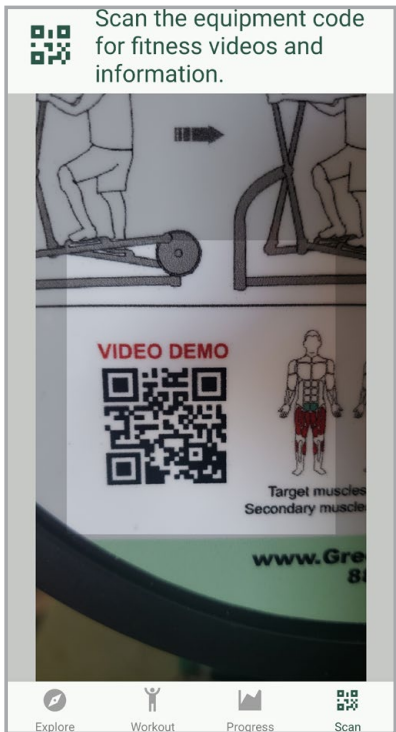
WORKOUT

customize your routine



SCAN

quickly find videos & more



General Installation Instructions:

Surface Mount

The following information for contractors, maintenance personnel and supervisory staff will help ensure an accurate, safe and problem-free installation.

UNITS ARE HEAVY (up to 450 lbs.) When unloading and handling, please exercise extra care to prevent injury or damage to the equipment. For installation, epoxy is not included in shipment and must be provided by installer.

Video Demo: <http://www.greenfieldsfitness.com/surface-mount-installation/>



Questions? Please call 888-315-9037 x105



Tools Needed: Concrete pad must be fully cured before anchoring begins.

1. Concrete drill
2. 1/2" carbide tipped drillbit
3. Angle grinder
4. Compressor with blow tip
5. Sledge hammer
6. 3/4" socket
7. Torque wrench

Parts Included:

Wedge Anchors - 4 1/2" x 1/2"

Black Plastic Covers

Black Plastic Caps

Metal Shims

Specifications:

- Concrete: 3250 PSI (minimum)
- Aggregate mix: 1:3 3/8" to 3/4"
- Concrete mix: 1:3:2.5 concrete, aggregate, and sand mix
- #3 rebar with 12" spacing
- When pouring a single pad for multiple units, **use concrete thickness 6"**
- When pouring standalone pads, **concrete thickness minimum 8"**
- Bolt Size: 1/2"
- Bolt Length: 4-1/2" (minimum)
- Hardware: Wedge Anchor Stainless Steel
- Minimum embed depth: 3-1/2"



1. Place unit on concrete pad and mark holes. Mark all holes. Make a mark on the unit and the ground to make sure unit lines up with holes.



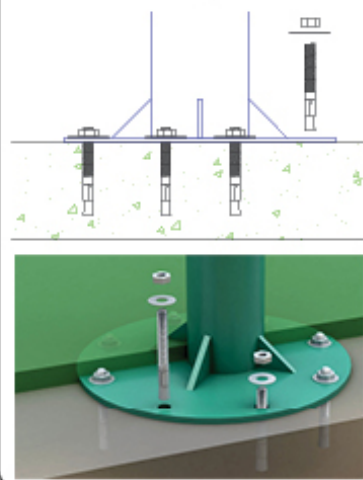
2. Drill all holes with concrete drill. Drill to a depth of 5-6" deep.



3. Using compressor or blower, blow out concrete dust from holes.



4. Fill holes with epoxy, making sure not to overfill. (Epoxy is not included in shipment and must be provided by installer).



In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

LU21x03x24

© 2020 Greenfields Outdoor Fitness, Inc.

General Installation Instructions:

Surface Mount



Questions? Please call 888-315-9037 x105

The following information for contractors, maintenance personnel and supervisory staff will help ensure an accurate, safe and problem-free installation.

Basic Installation Guidelines (cont'd)



5. Place unit over holes and make sure it lines up with mark.
6. Thread nuts onto anchors just until they are flush with the top of the anchors.
7. Hammer anchors into holes.
8. Install shims to plumb posts.
9. Tighten anchors until snug, and wait 24 hours to tighten to 80-90ft/lbs.
10. Cut off extra bolt length, if any.
11. Follow unit-specific installation instructions for installation of base plate covers and black caps.



Inspection Checklist

General Guidelines for Outdoor Fitness Equipment



Questions? Please call 888-315-9037 x105

The following document is supplied as a general inspection document to be performed during regular park inspections. Our support team can be reached at (888) 315-9037 x105 or csc@greenfieldsfitness.com.

Inspection process

- ☐ Visual Inspection
- ☐ Internal Inspection
- ☐ Documentation
- ☐ Reporting

Visual Inspection

- Check all plastic footrests, backrests, seats, etc. for any cracks. If items are cracked in an unsafe manner, take photos and contact Greenfields to order new pieces.
- Check all rubber grips for any signs of wear, and make sure they are functioning correctly. If grips are torn or cut, exposing handlebars, take photos and report to Greenfields.
- Inspect welds for any signs of wear. If there is any damage, take photos and report to Greenfields.
- Check round safety labels for any signs of wear or vandalism, and send photos if there is.
- If unsafe for public use, please wrap portion of that unit with a caution-tape to prevent use while maintenance is in progress.

Internal Inspection

- Engage moving parts and ensure full, uninhibited functionality. If units are making noises when in use, do NOT lubricate the bearings. Check for any metal on metal contact and send photos to Greenfields for review.
- Inspect bolts and caps to ensure equipment is fully tightened. If screws are loose or missing, tighten or install new screws using a thread-locking compound. If new screws are needed, take photos of the location they are needed and contact Greenfields to order new screws.
- If unsafe for public use, please wrap portion of that unit with caution tape to prevent use while maintenance is in progress.

Documentation

- Greenfields takes great pride in providing amazing outdoor fitness gyms that are intended for use by the unsupervised masses in public settings. We do realize that left unattended, units may be subject to improper use or even abuse. We rely on the local maintenance staff to provide the necessary support in order to keep all units and parts in optimal operating condition for years to come.
- Please use the inspection log provided.

Reporting

- Greenfields Customer Support Center is available to help with all inquiries. Please feel free to contact us at: csc@greenfieldsfitness.com or 888-315-9037 x 105
- Please be sure to include photos and name of the park, city, state, country and on-site contact person with whom to communicate.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.
© 2022 Greenfields Outdoor Fitness, Inc.

Safety and Upkeep Information



Greenfields Outdoor Fitness equipment is intended to be used by the unsupervised public in a variety of outdoor settings. Greenfields is extremely proud of the safe and durable design of its products, which are built to surpass their warranty under normal usage. Installations throughout the hemisphere prove this equipment's success in both hot and cold climates, as well as dry and humid conditions. While the units are designed to be, for the most part, maintenance free, Greenfields recognizes that heavy and constant usage will require a minimal level of maintenance.

Greenfields recommends periodic visual inspections of all outdoor fitness equipment to ensure that each unit is functioning normally and safely. In environments prone to vandalism, local maintenance teams should inspect more frequently. Periodic inspection is at the owners' discretion. Greenfields' Inspection Checklist is a suggestion only and is not intended to replace owners' own internal inspection system.

The following information is intended to provide some guidance for local maintenance teams:

Age Appropriate Use

This fitness equipment is classified as Adult Fitness Equipment and is designed to be used by individuals 14 years or older. Please take necessary precautionary steps to prevent use (and mis-use) by individuals younger than 14. Parental supervision should be enforced.

Normal Wear & Tear

As with any equipment, certain parts may wear more rapidly due to the type and frequency of usage. Most of Greenfields' replacement parts are designed to be installed easily—with specific instructions provided as needed. Every owners' manual contains a detailed replacement parts list for each unit purchased. [Please be advised that the use of decomposed granite (DG) is known to increase the normal wear of footrests and platforms. DG particles attach to the soles of shoes and, like sandpaper, grind these surfaces continually.]

Surface Touch-up

During handling and/or installation, the various surfaces of the equipment may become scratched or disfigured. Greenfields provides touch-up paint with each shipment, and a "Touch-up Guide" is included in this manual. Greenfields' support staff is always available to answer questions regarding the above.

Vandalism

Greenfields' equipment is installed in all types of environments. In some cases, these installations face the challenges of vandalism, graffiti, theft, etc. In some instances touch-up paint is a simple remedy; in other cases a replacement part may have to be purchased. While the warranty does not cover cases of vandalism, Greenfields' customer service team will strive to resolve issues quickly and fairly.

Improper Usage

Since Greenfields' equipment is used without supervision, it may be subject to improper use—that for which it was not designed. Over the years, through its R&D efforts, Greenfields has been able to modify the equipment design to minimize damages caused by improper use. Nevertheless, improper use may compromise a unit's integrity, leading to unnecessary repair expense and/or unsafe conditions. Signs of improper use can sometimes be detected through visual inspections.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

WARRANTY

- Limited 10-year warranty on main posts and metal structures
- Limited 5-year warranty on moving parts and bearings
- Limited 5-year warranty on seats and backrests
- Limited 3-year warranty on hydraulic pistons
- Limited 2-year warranty on footrests, armrests, rubber parts, and chains
- Limited 1-year warranty on battle ropes, climbing ropes, and suspension trainers

All warranties cover failure due to natural deterioration or manufacturing defects and do not include any cosmetic issues or wear and tear from normal use. This warranty does not cover cosmetic items such as scratches, dents, marring, fading, discoloring, weathering, wear and tear, or normal level of rusting. Warranty is valid only if the equipment is installed and maintained in conformity with Greenfields' installation and maintenance procedures furnished by Greenfields Outdoor Fitness. Equipment should not be exposed to any irrigation, especially with reclaimed water, as this will void the warranty. Equipment must be installed on a surface with proper drainage and or slope to prevent water buildup around the base of the equipment. Equipment should not be installed in basins or in low-lying areas which result in equipment being submerged. Equipment should be installed in a timely fashion after delivery; however, if the equipment must be stored for an extended period of time, crates should be stored in a dry, indoor environment.

OTHER PRODUCT INFORMATION

Greenfields will continue to develop its line of products and therefore reserves the right to change the design specifications without notice. The equipment is designed for use by individuals weighing up to 300 pounds. The equipment is NOT intended to be used by individuals younger than 14 years of age unless supervised by adults. Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are regarded as "one size fits most, but not all."

CUSTOMER SUPPORT

Upon written notification (email or fax) to Greenfields of a product's failure to conform to any of the aforementioned warranties during the applicable warranty period, Greenfields shall correct such failure/nonconformity by repairing the defective part(s) or providing replacement part(s) within 60 calendar days of receipt of the notification. Greenfields shall ship the required replacement part(s) to the site free of charge, but will not be responsible for providing labor or the cost of labor for removing defective part(s) or installing replacement part(s). Greenfields will warranty the replacement part(s) for the remainder of the original warranty period. Furthermore, no representation, oral or written, of any individual may be substituted for this exclusive limited warranty. To the

extent permitted by law, Greenfields shall not be liable for any direct, indirect, special, incidental or consequential damages, which are expressly excluded from the sale of its product. To make claims under the terms of this warranty, please contact Greenfields' Customer Support Center at CSC@GreenfieldsFitness.com. Please include photos or video.

INSTALLATION

Greenfields' equipment is constructed from heavy steel pipes and is subject to heavy forces and torques when in use as intended. Extra care must be taken to ensure that the equipment is securely installed so that it can be safely enjoyed for years to come. There are two methods of installation for the equipment:

- Surface mount installation with posts bolted to a reinforced concrete slab a minimum of 6"-8" thick (please refer to Installation Instructions & Video for detailed guidelines)
 - Permanent in-ground installation in which the equipment post extensions are placed in concrete footings and use provided rebar pegs (please refer to Installation Instructions & Video for detailed guidelines)
- Installers and project managers are encouraged to contact Greenfields' Customer Support Center with any questions before, during, and/or after installation. Detailed installation instructions are available for all products and are included in the Operations & Maintenance (O&M) Owner's Manuals which are shipped with every order. Often the installation of Greenfields' products is assigned to the lowest bidding contractor. The contractor may not have been in contact with Greenfields prior to the project or seen the detailed Installation Instructions. It is the responsibility of the project manager to ensure installing contractor is provided with the most updated set of Greenfields' Installation Instructions & Installation Video to ensure the validity of the warranty. Should the project installer need a copy of the Installation Instructions, please contact Greenfields' Customer Support Center at 888-315-9037 x105 or by email at CSC@GreenfieldsFitness.com.

SAFETY STANDARDS

This adult outdoor fitness equipment is not intended for use by unsupervised individuals younger than 14 years of age. ASTM recently adopted ASTM F3101-21A Standard Specification for Unsupervised Public Use Outdoor Fitness Equipment. While playgrounds are subject to laws in various states requiring compliance with ASTM and/or Consumer Product Safety Commission (CPSC) guidelines, at time of this publication, and to the best knowledge of Greenfields Outdoor Fitness, there are no state laws requiring compliance with standards set forth by ASTM for outdoor fitness equipment (nor with CPSC guidelines, as none currently exist.) Play equipment can be certified to be in compliance with ASTM by the International Playground Equipment Manufacturers Association (IPEMA), and many agencies have a requirement that they only purchase equipment that is IPEMA certified.

However, at this time, this is not possible with outdoor fitness equipment, as IPEMA does not currently certify compliance of outdoor fitness equipment. In addition, at this time there are no programs in place to train certified inspectors for outdoor fitness equipment. Without a state law that requires compliance, specifications are voluntary only. However, Greenfields Outdoor Fitness strives to comply with all of the voluntary specifications of ASTM F3101-21A. Greenfields recommends adding a customized sign to each project to limit liability.

SURFACING MATERIALS

Over the years, Greenfields' product has been installed using the following various types of surfacing. ASTM 3101-21A suggests impact attenuating surfacing for some scenarios. The type of surfacing used is ultimately the choice of the owner and their project manager. When it comes to Functional Fitness, Challenge Course and any other apparatus with an overhead structure, it is advised to use fall attenuating surfacing. Greenfields does not promote the use of one type of surfacing over another – the decision is ultimately up to project owners and their architects / engineers. For project specific information, please feel free to contact a Greenfields project manager.

MAINTENANCE & EQUIPMENT UPKEEP

Greenfields Outdoor Fitness equipment is intended to be used by the unsupervised public in a variety of outdoor settings. Greenfields is extremely proud of the safe and durable design of its products, which are built to surpass their warranty under normal usage. Installations worldwide prove this equipment's success in both hot and cold climates, as well as dry and humid conditions. While the units are designed to require, for the most part, little to no maintenance, Greenfields recognizes that heavy and constant usage will require a minimal level of maintenance which will be scheduled based on the specific nature of each project. Installation on an ocean front, or with a direct line of sight to the ocean, will expose the units to salt and will require additional maintenance which is not required at inland sites or in dry climates. Such installations will require a regular freshwater rinse to remove the salt from the units (do not use reclaimed water - exposing the equipment to reclaimed water will void warranty). Greenfields recommends periodic inspection by a maintenance team to ensure each and every apparatus functions as intended. Please refer to the Periodic Inspection Checklist provided with the O&M Owner's Manuals. For project specific information, please feel free to contact a Greenfields project manager.



Solicitation Number: 010721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Greenfields Outdoor Fitness, Inc., 2617 West Woodland Drive, Anaheim, CA 92801 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Outdoor Fitness Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 5, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

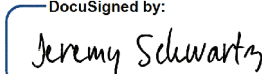
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

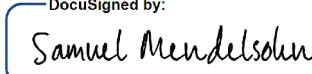
Sourcewell

Greenfields Outdoor Fitness, Inc.

DocuSigned by:

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By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

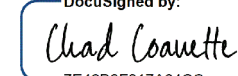
Date: 2/3/2021 | 10:21 PM CST

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By: _____
Samuel Mendelsohn
Title: CEO/President

Date: 2/3/2021 | 8:10 AM PST

Approved:

DocuSigned by:

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By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 2/4/2021 | 6:24 AM CST

RFP 010721 - Outdoor Fitness Equipment with Related Accessories and Services

Vendor Details

Company Name: Greenfields Outdoor Fitness Inc.
Address: 2617 West Woodland Drive
Anaheim, CA 92801
Contact: Sam Mendelsohn
Email: Sam@GreenfieldsFitness.com
Phone: 888-315-9037 103
Fax: 866-308-9719
HST#: 27-2828642

Submission Details

Created On: Saturday December 05, 2020 21:00:43
Submitted On: Thursday January 07, 2021 14:55:44
Submitted By: Sabina Majdanics
Email: Sabina@GreenfieldsFitness.com
Transaction #: 746c050f-7fb6-4849-902e-af855957c255
Submitter's IP Address: 68.5.72.63

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Greenfields Outdoor Fitness, Inc.	*
2	Proposer Address:	2617 West Woodland Drive Anaheim, CA 92801	*
3	Proposer website address:	www.GreenfieldsFitness.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Samuel Mendelsohn CEO/ President 2617 West Woodland Drive Anaheim, CA 92801 T: 888-315-9037 E: Sam@GreenfieldsFitness.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sabina Majdanics Contract Administration Manager 2617 West Woodland Drive Anaheim, CA 92801 T: 888-315-9037 E: Sabina@GreenfieldsFitness.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Based in Orange County, California since 2007, Greenfields Outdoor Fitness, Inc. (a California corporation) has been pursuing its goal of fighting obesity and improving community wellness by installing outdoor fitness zones that are free for public use.</p> <p>Since our inception, Greenfields' equipment brand has been enthusiastically embraced by communities across North America for its high quality, multigenerational appeal, focus on inclusion, and multifunctional features. We are proud of having developed partnerships over the past decade with national non-profit organizations and healthcare providers, and we have seen great success helping build healthy communities, bringing free exercise to low-income neighborhoods and helping fight the national obesity epidemic.</p> <p>We strive to serve our customers who are of utmost importance to us and continue to develop and expand our different categories of outdoor fitness equipment, including:</p> <ul style="list-style-type: none"> -Resistance-Free Systems – part of Greenfields' time-tested Legacy Series, designed for low impact and mobility -Body-weighted Leverage Systems – also part of Greenfields' time-tested Legacy Series, designed for low impact exercises employing a portion of the user's own body mass. -Wheelchair Accessible Systems – part of Greenfields' patented Signature Accessible(TM) design (U.S. Patent 9,079,069) accommodating those in wheelchairs -Adjustable Resistance Systems – designed to bring indoor gym circuit training into the outdoors, these 20 different units allow users to adjust the level of resistance of their workouts. This line includes 3 units for those in wheelchairs. -Functional Fitness Rigs – taking inspiration from the CrossFit movement, Greenfields offers customizable Functional Fitness Rigs to fit the available space and community needs -Xtreme Ninja Course – unique, advanced designs taking after the American Ninja Warrior Games -Military Fitness Systems – customized, unique designs to support all branches of our Armed Forces (may not be suited to public spaces) <p>Greenfields' installations worldwide are a testament to the equipment's rugged construction, as they have stood up to years of use in socially and economically disadvantaged inner-city neighborhoods as well as every conceivable climate.</p> <p>By continually breaking new ground in the outdoor fitness industry, we constantly refine and add to our extensive product line. We remain true and dedicated to fulfilling our mission to "Promote Wellness & Fight Obesity One Community at a Time."</p>	*
8	What are your company's expectations in the event of an award?	<p>We hope to reach more communities and customers from the added exposure of Sourcewell's marketing to their members.</p> <p>Over the years we faced countless instances in which municipalities were not able to purchase what they wanted/needed due to convoluted purchasing processes. With the help of a Sourcewell contract we will be able to serve more communities across the country by offering this much needed amenity.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Greenfields is a multi-million dollar privately owned corporation claiming a stronger market share year after year since its inception and continuously increasing revenues on an annual basis. We maintain a large steady inventory without creating any long-term debt and liabilities. We currently have business checking and saving accounts in two banks (please find letters of references attached from both banks), line of credit with zero balance and credit terms extended to us by many long-term suppliers. For illustration, please find attached letters of references from our banks, suppliers and creditors.</p> <p>As a privately owned corporation, we have to opt out of providing detailed financial information that would become public record.</p>	*
10	What is your US market share for the solutions that you are proposing?	As Outdoor Fitness is a unique and specialized industry, it is difficult to obtain exact and accurate market share information. Based on our market research and feedback, we do know for certain that Greenfields is one of the largest suppliers and a leader in the industry. Some even refer to Greenfields brand as the Gold Standard.	*
11	What is your Canadian market share for the solutions that you are proposing?	In comparison with the US market, Canada's market is significantly smaller. However, Greenfields installations can be found in 7 provinces: AB, BC, MB, ON, NL, QC & SK, including an installation with the Canadian Armed Forces. We are looking to increase our Canadian market share through Sourcewell.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Greenfields has never petitioned for bankruptcy protection.	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Greenfields Outdoor Fitness Inc. is a manufacturer, designer and reseller of its own brand, Greenfields Outdoor Fitness. Greenfields also facilitates turn-key projects which include installations, shade canopies and other site amenities.</p> <p>Greenfields is unique in this aspect, as both are applicable since we are a manufacturer and dealer/ distributor of our own brand. We design, manufacture, and also sell our own brand. We sell our product directly to customers utilizing our Greenfields' employed in-house inside and outside sales teams as well as independent dealers.</p> <p>Unlike playground manufacturer reps – who are bound by predetermined territories designated by the manufacturers, which grant the reps exclusivity in their territories – Greenfields' philosophy is to allow access to ALL manufacturer reps to provide this much-needed amenity to the public. For this reason, Greenfields works with many of the manufacturer reps in the parks & recreation industry, as well as reps within the indoor gym and assisted living industries – some operating within the same geographic area. Therefore, our independent dealer network consists of 500+ manufacturer sales representatives who are authorized to re-sell our brand in North and Central America. Our independent dealer network enhances our ability to reach the greatest number of potential customers.</p> <p>We are also an authorized reseller/ dealer of shade canopies manufactured by Shade Systems. Please find written authorization attached. Shade Systems canopies complement our equipment and in turn help provide turn-key solutions for our customers. These additional amenities may be purchased directly through Greenfields, as we strive to make the shopping experience for our customers as easy as possible.</p> <p>As mentioned previously, Greenfields Outdoor Fitness is unique in this aspect. We design, manufacture, and also sell our own brand. We sell our product directly to customers utilizing our Greenfields in-house inside sales team and in-house outside sales team. We also work with an independent dealer network which consists of 500+ manufacturer representatives who are authorized to re-sell our brand in North and Central America. Our independent dealer network enhances our ability to reach the greatest number of potential customers.</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Greenfields maintains a current business license. No other specific licenses are needed to sell our product. We work with multiple subcontractors across the country to install our product and provide turn-key solutions for our customers. All subcontractors performing installations for Greenfields hold valid licenses applicable in their state, i.e. general contractors licenses.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A – Greenfields has never been subject to a suspension or disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	National Recreation & Parks Association - Annual VIP for the past 5 years National Recreation & Parks Association - Annual Platinum Sponsor for the past 5 years National Recreation & Parks Association - Parks Build Community Partner for the past 5 years Florida Recreation & Park Association - VIP Partner for the past 5 years	*
17	What percentage of your sales are to the governmental sector in the past three years	The percentage of our sales to governmental sector for the past three years is 65%	*
18	What percentage of your sales are to the education sector in the past three years	The percentage of our sales to educational sector for the past three years is 25%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Greenfields holds the following contracts: Clay County: Contract #1819-2 Palm Beach County: Contract#16006 City of Los Angeles: Contract#3705 County of Los Angeles: Contract# MA-IS-2040041-1 CMAS: Contract# 4-19-78-0102A Since we are a privately-owned corporation, we prefer not to provide detailed financial information that would become public record in accordance with Minnesota Statutes Section 13.591.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Yes, Greenfields is a GSA contract holder GSA: Contract# GS-03F-086-GA Since we are a privately-owned corporation, we prefer not to provide detailed financial information that would become public record in accordance with Minnesota Statutes Section 13.591.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles, CA	Mike Shull General Manager City of Los Angeles	213-202-2655	*
Miami-Dade County, FL	Maria Nardi Director Miami-Dade County Parks, Recreation and Open Spaces	305-755-7860	*
City and County of San Francisco, CA	Philip A. Ginsburg General Manager San Francisco Recreation and Park Department	415-831-2701	*
City of Miami, FL	Tom Calautti, BS, MA, CPSI Senior Construction Coordinator City of Miami, Parks & Recreation Department	305-416-1253	
Los Angeles Parks Foundation, CA	Judith Kieffer Executive Director Los Angeles Parks Foundation	310-472-1990	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Local Government - City	Government	Florida - FL	Equipment & Installation, turnkey projects	range of 150K +	1.1M +	*
Local Government - City	Government	California - CA	Equipment & Installation, turnkey projects	range of 100K +	500K +	*
Local Government - City	Government	Florida - FL	Equipment & Installation, turnkey projects	range of 60K +	500K +	*
Local Government - County	Government	California - CA	Equipment	range of 50K +	500K +	*
Local Government - City	Government	Michigan - MI	Equipment	range of 45K +	500K +	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	<p>Greenfields' sales force consists of an in-house inside sales team & in-house outside sales team employed by Greenfields.</p> <p>Our highly trained and experienced sales teams work relentlessly with our potential and existing customers. Our in-house inside sales team communicates with our key house accounts, reaches out to potential customers via phone, email and online portals and supports our outside sales team. Our outside sales team members frequently travel around the US & Canada to exhibit at trade shows (and during 2020, exhibit and present at virtual trade shows & conferences). At Greenfields, we believe in the personal touch as we highly value personal relationships with our customers. Prior to the 2020 pandemic, our sales team traveled on a regular basis to visit customers and make presentations in person. Even during 2020 pandemic to the extent allowed and recommended by CDC, we have continued to make presentations in person and via online remote portals such as Zoom. In addition, our sales team frequently holds educational seminars in person and remotely for our dealers and potential customers. During the unprecedented and challenging year 2020, our sales force quickly adjusted and has been able to reach many customers via Zoom and other remote online portals. With the ever-changing environment, now more so than ever, Greenfields continues to adjust the way our sales force works to ensure we utilize the latest technology in reaching our potential customers while maintaining our personal touch.</p>	*
24	Dealer network or other distribution methods.	<p>Greenfields works with many manufacturer reps in the parks & recreation industry, as well as reps within the indoor gym and assisted living industries. Greenfields' independent dealer network of 500+ sales representatives (as explained in Question 13a) is working across the US, Canada, and Central America. We work closely with our dealer network to ensure they are always educated and up to speed on our product. Prior to 2020, we held frequent in-person educational seminars for our dealers, and in 2020, due to the COVID-19 pandemic, we quickly adjusted, holding educational and training sessions via Zoom or other online portals. We maintain close relationships with our dealers to support their efforts in representing Greenfields in the marketplace.</p>	*

25	Service force.	<p>Customer Support Center (CSC): Greenfields' Customer Support Center (CSC) provides remote support to customers and installers worldwide. Our highly experienced team delivers expert technical assistance to customers during installation and serves as the point of contact for maintenance personnel once the project is completed.</p> <p>Field Service Force: Our field service force consists of Greenfields-employed technicians and Customer Support Center team members. Our field service technicians are thoroughly trained in our specific industry and our Greenfields brand to be able to resolve any technical and/or maintenance issue that may arise.</p> <p>Both our technicians and our Customer Support Center team receive many positive reviews and feedback from satisfied customers. We pride ourselves on the friendliness, professionalism, and speed in which we resolve all customer service needs.</p>	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer support center responds to customer requests received via phone, email, our website, or fax. Our official customer support hours are 8am – 5pm, but our dedicated team works overtime on many occasions to make sure any customer needs are resolved ASAP. Phones are answered by a live person with little to no hold time during the hours of 8am – 5pm. Email, website or fax inquiries are responded to within minutes to an hour in most cases, and no later than 24 hours. Our dedicated and highly trained customer support team assists customers with solutions for all customer service requests. Replacement parts are shipped within 24 hours of receipt of order. Our field technicians are scheduled accordingly for service and/or repairs. We constantly monitor and review the customer service team's performance and procedures to ensure our customer service is at the highest standard. Our commitment and effort is confirmed by satisfied customers who take time out of their busy days to send us notes of appreciation.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have been providing products and services to entities throughout United States and U.S. territories since our inception and will continue to do so.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have been providing products and services to Canada since inception and will continue to do so. Greenfields can be found in 7 provinces in Canada: AB, BC, MB, ON, NL, QC & SK	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, we can provide goods & services throughout the US & Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Not applicable. We can serve all Sourcewell participating entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific restrictions apply. We have been and are able to service all of Hawaii, Alaska and U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Greenfields advertises and markets its product via a variety of marketing platforms.</p> <p>The Sourcewell Contract Number & Logo will be promoted via all our marketing platforms, including Greenfields' homepage, to ensure our current & future customers are aware of our contract with Sourcewell and understand its benefits:</p> <ul style="list-style-type: none"> • Multiple industry-leading publications via print & email blasts • Regular direct email blasts to our leads • Social media • Trade shows and other industry events • Our main annual Source Book (catalog) distributed to all our dealers, as well as a variety of brochures specific to our specialty product lines. • Greenfields' website – the Sourcewell logo will be placed in a prime location on our website's homepage, and we will develop a dedicated Sourcewell webpage to thoroughly explain all benefits of the Contract to our existing and potential customers. • Virtual and live educational sessions - we will include Sourcewell in our educational sessions for customers as well as our dealers.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We invest a great amount of time and effort in keeping our website exciting, up to date, relevant and user friendly. Our website is optimized to rank high on all major search engines. We use social media (Facebook, Instagram, Twitter, Pinterest) to promote our product and post updates on regular basis. We make our posts fun and interactive to engage our followers.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>With the current pandemic it has become evident that outdoor fitness is an essential amenity. We would like to see Sourcewell promoting Greenfields to their Members via their website, social media, publications and trade shows to create a mutually beneficial environment, allowing both Greenfields and Sourcewell to serve many new customers and communities nationwide.</p> <p>We will integrate Sourcewell-awarded contract into our sales process by automatically educating our customers via the first communication we have with them about the benefits of becoming a Sourcewell member and the ease of purchasing through Sourcewell.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, we utilize Unison Marketplace (unisonglobal.com)

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We provide detailed maintenance and operator/end user training program. Our maintenance training program takes the form of detailed a O&M Owner's Manual, which is provided complimentary with every project/order. Our field technicians, along with our customer support team, guide maintenance teams through equipment maintenance requirements. Our equipment is designed for outdoor use by unsupervised masses with very minimal maintenance requirements. This maintenance guidance and training is standard and complimentary.</p> <p>Operator training programs would refer to the use of our fitness equipment by the end user. This is done in form of instructional labels on each of our units, with detailed descriptions of suggested exercises. The instructional labels also feature QR codes which provide users the ability to view video demonstrations on their smartphones. We provide operator/end user guidance and training on our website and in our upcoming app. All of the operator/end user guidance is also complimentary.</p> <p>In cases in which our equipment is installed by others, we offer an on-site supervision and warranty inspection during installation (small fee applicable).</p>

37	Describe any technological advances that your proposed products or services offer.	<p>We strive to stay on top of any technological advances applicable to our industry that can improve our customers' experience with Greenfields' products and services. We implement the latest technology to streamline the ordering process, shipping, customer support, and project designs. Our R&D team continually researches and implements new and improved product designs and materials. We optimize our website to the latest standards.</p> <p>Greenfields Professional Series features a top-of-the-line adjustable resistance mechanism with a recently-enhanced resistance range unmatched by any other supplier in the outdoor fitness industry. The hydraulic piston offers both push and pull resistance in all applicable units. This mechanism is the fourth-generation model, tested for 1 million repetitions to ensure quality and durability.</p> <p>Greenfields has recently introduced a new anti-bacterial grip.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Greenfields is committed to constantly improving its green initiatives.</p> <p>Product:</p> <ul style="list-style-type: none"> • Equipment does not use electricity • Being installed exclusively in outdoor environments, our gyms require no air conditioning, further reducing customers' carbon footprint • No equipment lubrication necessary • Minimal maintenance • Molded product made of recycled components such as steel, HPDE, LLDPE, rubber grips. <p>Recycling in the manufacturing process:</p> <ul style="list-style-type: none"> • We recycle all scrap metal and other materials such as packaging, plastics, etc. <p>Green initiatives in the offices:</p> <ul style="list-style-type: none"> • Use of energy efficient light bulbs throughout our buildings • Reducing printed materials and printing altogether, emphasizing our digital literature 	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not Applicable	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Since no community is the same, the Greenfields team takes the necessary time to customize and personalize our gym designs for each project! Our dedicated sales team and dealers take the time with every customer to assure we cater to their specific needs and customize each project, accounting for the demographics of end users, space, budget and any other considerations.</p> <p>With the current pandemic, the nation has recognized the need for outdoor activities. With limited access to indoor gyms, the demand for outdoor fitness zones has increased exponentially. We are proud to provide unique and customized solutions with our outdoor fitness zones.</p> <p>Regardless of the size of the project, Greenfields offers complimentary consultation, site layout and design.</p> <p>We offer the largest selection of outdoor fitness equipment in North America, with over 150 components, including but not limited to:</p> <ul style="list-style-type: none"> • Patented Wheelchair Accessible line (U.S. Patent 9,079,069) – 10 different exercises • Patented Bi-Directional Adjustable Resistance mechanism – 18 different exercises • Customized functional fitness – Build Your Own Rig – 26 different components featuring countless exercises • We introduce new designs and products every year. In 2020, we introduced our exciting new X-Treme Ninja Course • Customized military fitness units <p>To accommodate every terrain, location, and geographic zone, we offer two installation methods for our equipment: In-Ground direct bury, and Surface Mount. These two options are reviewed and discussed with the customer to determine which option fits their needs the best.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor. Limited 10-year warranty on main post and metal structures Limited 5-year warranty on moving parts and bearings Limited 5-year warranty on seats and brackets Limited 3-year warranty on hydraulic pistons Limited 2-year warranty on footrests, armrests, rubber parts and chains Limited 1-year warranty on soft goods such as battle ropes, climbing ropes and suspension trainers All warranties cover failure due to natural deterioration or manufacturing defects and do not include any cosmetic issues or wear and tear from normal use. Detailed warranty attached.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, there are few restrictions that affect warranty coverage as listed below: 1. User weight limit is 300 lbs 2. Vandalism is not covered by warranty 3. Reclaimed water spray by irrigation voids the warranty 4. Natural disasters are not covered by warranty (falling trees, equipment being submerged)	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, when applicable, Greenfields has covered the expense of technician's travel time and mileage to perform warranty repairs.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We cover all geographic regions of United States or Canada. In many cases, repairs can be performed by maintenance staff under the guidance of our trained technicians. If for any reason repairs cannot be performed by maintenance staff, Greenfields deploys their own technicians to the site. We service all of U.S. and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any items made by other manufacturers will be covered under their own applicable warranty. In our case, this would be applicable to Shades and/ or any additional site amenities not manufactured by Greenfields. All outdoor fitness equipment, however, is manufactured by Greenfields and therefore covered under our warranty.	*
47	What are your proposed exchange and return programs and policies?	Due to the unique nature of outdoor fitness equipment being installed in the ground, we at Greenfields make sure that each project and product is carefully handpicked by our experts per customer specifications, therefore exchanges and returns are not required. Should a situation arise where our product is damaged during transit, any necessary exchange or repair is covered under Greenfields warranty. 100% customer satisfaction is of utmost importance to Greenfields.	*
48	Describe any service contract options for the items included in your proposal.	Since Greenfields' equipment is extremely durable and requires minimal maintenance, customers should not have any out-of-pocket expenses for the first five (5) years (other than possible vandalism). Past the first 5 years, replacement parts are easily installed with minimal effort by the local maintenance/facilities crews. Therefore, there is no reason to engage in a costly maintenance agreement. However, should the customer wish to have a maintenance agreement, Greenfields will be happy to accommodate such requests.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Greenfields' terms are Net 30 for all public agencies.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, Greenfields provides financing options.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Our proposed order process will include the following steps:</p> <ol style="list-style-type: none"> 1.Determine needs including demographics, space, budget and any other specifications 2.Propose and explain Sourcewell contract option to the customer, emphasizing the benefits of an easy purchase reflecting Sourcewell discounted pricing without having to go through the expensive and lengthy public bid process 3.In case the customer is not a Sourcewell member yet, answer any questions they may have about the Sourcewell purchasing process and highlight the benefits of a Sourcewell cooperative purchasing agreement 4.Guide member to the Sourcewell website and explain the easy process of becoming a member 5.Finalize the project with customer, provide pricing quote with our Sourcewell contract number and expiration date 6.Receive PO from customer, finalize sale 7.Document Sourcewell sale utilizing our accounting system, accurately reporting quarterly Sourcewell sales and processing payment via provided Sourcewell reporting and payment template 8.All orders/ sales obtained through our dealer network are processed through Greenfields' internal accounting system and Salesforce, therefore the same tracking of sales applies. 	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Greenfields accepts P-card as a form of payment. We charge a 3.5% processing fee on credit card transactions. This fee is fully absorbed by the credit card processing portals.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	A line item discount of 7% off our current pricing list applies. Some price increases may be applicable annually due to changes in material costs and other aspects. The proposed 7% contract discount will be applied to the most current price. All pricing is listed in U.S. dollars.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices offered under this RFP is 7%.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Greenfields offers volume discount (based on per order amount) in addition to the standard 7% discount offered to Sourcewell members as follows:</p> <p>\$100K - \$199K + 1%</p> <p>\$200K - \$300K + 2%</p> <p>Above \$301K + 3%</p>	*

56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Greenfields has the ability and capability to provide open market items to the Sourcewell member based on customer and project needs. Any open market item or nonstandard options would be carefully reviewed with the customer assuring the best price. We can offer site amenities as open market items to create turn-key projects for customers if desired. Any open market items or nonstandard options will be quoted to customers ahead of time under the Sourcewell contract.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included the basic construction costs for turnkey projects in this RFP pricelist. Additional costs may occur in case there are additional requirements based on the site location, local government permitting fees, additional concrete and/ or labor required. All these costs are calculated and quoted to the customer ahead of time directly by Greenfields.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Greenfields product consists of very heavy steel-based exercise equipment. Due to the nature of our product, shipping is an additional cost to our customers. Greenfields uses multiple third-party freight carriers to ensure the best and most economical delivery method for our customers. Shipping charges are quoted ahead of time to customer on the original proposals. Each order is carefully packed and wrapped inside large wooden crate(s) to prevent damage during transfer. Each crate is clearly marked with the project name, delivery address and other details. Our logistics team communicates closely with each customer to coordinate shipping and delivery to their desired location.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>The same shipping and delivery program and procedures apply as to the continental United States. For Alaska and Hawaii or any offshore U.S. locations, we calculate the estimated delivery time and cost, implementing same shipping procedures and quote the customer ahead of time.</p> <p>The same procedure applies for Canada (with the exception of importing/ exporting documentation and fees). We communicate with each customer in Canada regarding the importing/exporting process. We either use our customer's preferred broker – if they have a preference – or we use Greenfields' broker to export the goods. As with any other sale, all shipping and delivery fees are obtained and quoted to the customer ahead of time, ensuring the most economical options for our customers.</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>We maintain a steady inventory of components needed to build our units. This allows us to offer the fastest delivery schedule in the industry.</p> <ul style="list-style-type: none">- Our standard lead-time to ship out is 3 weeks- Rush orders can be prioritized to ship out within 1-2 weeks- Custom orders require additional time for design and fabrication.- Our product is carefully wrapped and packed in large wooden crates at our distribution facility.- Most of our units come fully assembled and carefully wrapped to prevent any damage during transportation.- We communicate dimensions and weight as well as tracking information and provide receiving instructions in advance.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>We ensure that Sourcewell participating entities get the correct pricing by internally verifying each quote. When a customer quote is generated, it goes through multiple internal channels, starting with the sales representative, then the estimator, and then moving to the accounting department. Compliance and pricing are therefore at least triple checked on each order.</p> <p>Greenfields already implements a self-audit process to verify internal processes and sales tracking.</p> <p>Our accounting system already has such tracking in place, in which we prepare reports and track sales by their origin/source.</p> <p>An accounting manager will prepare monthly and quarterly sales reports for the Sourcewell tracking code. This report is verified and validated by the Accounting Department first. We double check and compare all PO's and Salesforce tracking against the report. After the report is validated by Accounting Dept, it is submitted to Greenfields' CEO and upper management for final approval.</p> <p>Order documentation including invoices for all Sourcewell sales are available for review upon request.</p>	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Greenfields proposes a 2% administrative fee payable to Sourcewell. This fee will be calculated quarterly for all Sourcewell orders per contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Our fitness equipment, related accessories and site amenities are designed for:</p> <ul style="list-style-type: none"> - Cardio training - Strength, agility, and mobility training - Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries <p>Greenfields product lines are divided into the following categories:</p> <ul style="list-style-type: none"> -Resistance-Free Systems – part of Greenfields' time-tested Legacy Series, designed for low impact and mobility -Body-weighted Leverage Systems – also part of Greenfields' time-tested Legacy Series, designed for low impact exercises employing a portion of the user's own body mass. -Wheelchair Accessible Systems – part of Greenfields' patented Signature Accessible(TM) design (U.S. Patent 9,079,069) accommodating those in wheelchairs -Adjustable Resistance Systems – designed to bring indoor gym circuit training into the outdoors, these 20 different units allow users to adjust the level of resistance of their workouts. This line includes 3 units for those in wheelchairs. -Functional Fitness Rigs – taking inspiration from the CrossFit movement, Greenfields offers customizable Functional Fitness Rigs to fit the available space and community needs -Xtreme Ninja Course – unique, advanced designs taking after the American Ninja Warrior Games -Military Fitness Systems – customized, unique designs to support all branches of our Armed Forces (may not be suited to public spaces) - Greenfields' predesigned packages - simplifying the ordering process even further, these packages are combinations of our most popular equipment, proven to serve a wide user base, already installed at multiple locations nationwide <p>In addition to Greenfields brand product lines, we offer Shade canopies customized to each project and site amenities.</p> <p>Along with the product, we offer the following services:</p> <ul style="list-style-type: none"> - Design and consultation - complimentary - CAD & 3D services - complimentary - Installation services – to provide customers with turnkey solutions - Post installation technical services - Customer support and replacement parts
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> - Public Park Design – customized layout design & unit selections to fit the needs of local park patrons - Active Seniors/ Older Adult Fitness – customized designs catering to the need of the growing active senior communities nationwide (senior centers, active senior living communities, etc.) - School & University Fitness Program – customized design to help schools bring fitness to all students - ROTC & JROTC – nationwide programs - VA hospitals and facilities – customized designs to provide fitness and physical therapy options for veterans including those with disabilities - Hospitals & Rehab Facilities – customized designs are helping healthcare workers to stay healthy

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional

comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Cardio Training Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	-Single Ski -2-Person Ski -Single Airwalker -2-Person Airwalker -Recumbent Bike -Upright Bike -Elliptical Cross Trainer -Hand Cycle – Seated -Hand Cycle – Wheelchair -Cardio Stepper with adjustable resistance -Battle Rope -Plyometric Steps -Rowing Machine -Rower with adjustable resistance
67	Strength, agility, and mobility training equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Professional Series -Butterfly Press (Adjustable Resistance) -Leg Press (Adjustable Resistance) -Squat Press (Adjustable Resistance) -Ab Toner (Adjustable Resistance) -Inner Thigh Adductor (Adjustable Resistance) -Back Extension -Sit-Up Bench -Triceps Press (Adjustable Resistance) -Chest Press (Adjustable Resistance) -Shoulder Press (Adjustable Resistance) -Vertical Press (Adjustable Resistance) -Arm Curl (Adjustable Resistance) -Hip-Twist (Adjustable Resistance) -Rower (Adjustable Resistance) -Bench Press (Adjustable Resistance) -Leg Extension / Curl (Adjustable Resistance) Legacy Series -Butterfly (bodyweight leverage system) -Reverse fly (bodyweight leverage system) -Back Press (bodyweight leverage system) -Triceps Press (bodyweight leverage system) -Chest Press (bodyweight leverage system) -Lat Pull Down (bodyweight leverage system) -Vertical Press (bodyweight leverage system) -Leg Press (bodyweight leverage system) -Leg Extension (weight) -Leg Curl (weight) -Weight Lift (weight) -Lower Body Stretching station -4-Person Twisting / stretching Station Obstacle Course -Rope Wall -Cargo Net -Rope Climb -Slalom -Over & under -Balance beam -Slanted Jump Boards -Overhead Ladder Functional Fitness -Standard Pull-Ups -Parallel Pull-Ups -Lat Pull-Ups

			<ul style="list-style-type: none"> -Cannon Ball Pull Ups -Rotating Pull-Ups -Dips -Leg Raises -Knee Raises -Parallel bars -High-Ring -Ring-Rows -Ladders (3 types) -Bulgarian Split squats -Wall Ball -Swedish Vertical Ladder -Swedish Curved Vertical Ladder -Incline Ladder -Kettle Bells Ninja Course -Horizontal Peg Grip -Ball Grip -Cone Grip -Ring -Vertical Peg Grip -Climbing Rope -Balloons -Cheese Walls -Peg Wall -Tire -Pull-Up Bar -Spider Web -Rotating Rings -Floating Bridge -Spider Walk -Trapeze -Final Wall -Pull-Up Wheel -Pull-Up Triangle -Swing -Slanted Jump Boards
68	Vocational and exercise/sports rehabilitation or therapy	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>10 different exercises for those in a wheelchair:</p> <ul style="list-style-type: none"> -Wheelchair Accessible Lat-Pull Down (fixed weight) -Wheelchair Accessible Vertical Press (fixed weight) -Wheelchair Accessible Chest Press (fixed weight) -Wheelchair Accessible Butterfly (fixed weight) -Wheelchair Accessible Reverse-fly (fixed weight) -Wheelchair Accessible Hand-cycle -Wheelchair Accessible Triceps Press (Adjustable Resistance) -Wheelchair Accessible Vertical Press (Adjustable Resistance) -Wheelchair Accessible Shoulder Press (Adjustable Resistance) -Wheelchair Accessible Big Wheel Stretch <p>Low impact movements for rehabilitation</p> <ul style="list-style-type: none"> -Recumbent Bike (resistance free) -Upright Bike (resistance free) -Mid-Section stretching station -Lower body stretching station -Upper body stretching station -Air-walker

69	Services related to the solutions above	<div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No</div></div>	<div><div>-Provide Complimentary design consultation service</div><div>-Provide Complimentary site layout design</div><div>-Provide Complimentary CAD DWG service</div><div>-Provide Complimentary 3D service</div><div>-Provide Complimentary customization of Functional Fitness Rigs</div><div>-Provide additional Site Amenities – such as Benches, Trash Receptacles, and Bike Racks</div><div>-Provide Custom Shade (when applicable)</div><div>-Provide Installation services (where applicable)</div><div>-Provide Post Installation Technical support</div><div>-Provide Customer Support Service</div></div>	*
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Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<ul style="list-style-type: none"> - Internal Salesforce program - lead follow-ups - Internal Salesforce program - for reporting - Accounting system - monthly and quarterly sales reviews - SourceWell – quarterly reporting
71	Describe the serviceability of your products and how that impacts the durability or longevity of your product.	<ul style="list-style-type: none"> - It starts with structures that are designed to be simple to use and durable enough to withstand the elements - From a steel production standpoint, galvanization and powder coating are standard - Ergonomic seats & backrests and other related platforms are made with low-heat conducting LDPE & HDPE materials - Use of tamper resistant hardware - All grips are made of low-heat conducting rubber, shaped for easy use - All parts are simple to replace - Designed to require minimal maintenance - Installations across the country continue to serve the communities past their warranty period
72	Describe any design or material specification-related attributes that differentiate your offering.	<ul style="list-style-type: none"> - Safety mechanisms are installed in all units with moving parts – SafeStop is an internal range limiter designed to protect the user and the equipment from overextension and damage - Galvanized steel and two layers of powder coating to increase the longevity and durability of our products - Durable LDPE & HDPE materials - New antibacterial grips
73	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	Greenfields is committed to ensuring safe and inclusive exercise opportunities for teens, adults, and seniors. To ensure user safety, Greenfields strives to comply with all of the voluntary specifications of ASTM F3101-15. Our patented Signature Accessible fitness equipment (U.S. Patent 9,079,069) represents the industry's most substantial offering of outdoor fitness equipment for those with disabilities and is designed to allow wheelchair users the opportunity to exercise alongside the able-bodied.
74	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	<p>Resistance Mechanism: Greenfields' Professional Series resistance cylinder with a patented active valve function allows for both a silent and smooth operation. With nearly linear load characteristics invariant to speed, the motion characteristics are optimized for the most gentle and safe muscular exercise. The minimum load of a few pounds can be set and controlled to fit the elderly and those undergoing rehabilitation. Resistance can be adjusted gradually to 100+ pounds resistance, depending on the unit. The resistance mechanism has been tested for 1,000,000 repetitions.</p> <p>Bearings: Greenfields' designs boast a smooth operation and an unparalleled range of motion. This is achieved by the use of HRB stainless sealed ball bearings with a life cycle of 10,000 hrs.</p> <p>Wind load: All fitness equipment main structures (posts) are designed to meet Miami-Dade county's requirement of a live-load being 60 lb/sq.ft, as well as a 175 mph. wind load</p> <p>Snow Load: Given the small profile of Greenfields equipment, there is no concern for snow load, as it will just surround the unit. Greenfields' galvanizing & powder coating processes have a proven record in snow and cold conditions.</p> <p>Clamps for pull-up bars: All Greenfields' bars connections to clamps are welded. This is to prevent the bars from spinning in their housings, making them the safest bars in the industry.</p> <p>Hot-Dip Galvanize: The hot-dip galvanizing process coats the fabricated structure both inside & out, providing extra durability for ocean front projects.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Samuel Mendelsohn, CEO/ President, Greenfields Outdoor Fitness, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Outdoor Fitness Equipment_RFP 010721 Mon November 16 2020 01:24 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Outdoor Fitness Equipment_RFP 010721 Thu November 12 2020 11:54 AM	<input checked="" type="checkbox"/>	1

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file minutes from the meeting held on February 14, 2023. (*Action Item*) Date: 3/28/2023

Attached are the minutes from the meeting held on February 14, 2023, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	3/22/2023	Minutes	cc-min_02_14_2023.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, February 14, 2023

Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE MEETING

At 6:35 p.m., Mayor Jones convened the meeting in the Council Chamber.

ROLL CALL PRESENT: (7) Council Members O'Neill, Tran, DoVinh,
Klopfenstein, Nguyen, Brietigam, Mayor
Jones

ABSENT: (0) None

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ADOPTION OF A PROCLAMATION CELEBRATING FEBRUARY AS BLACK HISTORY MONTH (F: 83.1-2023)

Mayor Jones pulled this item for action, and following the reading of the Proclamation by Assistant City Manager, Maria Stipe, it was moved by Council Member Nguyen, seconded by Mayor Pro Tem Brietigam that:

A Proclamation celebrating February as Black History Month in Garden Grove, be adopted, and all residents are encouraged to celebrate diversity and work together to create a world that is more just, peaceful, and prosperous for all.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

Mayor Jones presented the Proclamation to Robert McDonald, President of the Black Chamber of Commerce of Orange County who addressed the City Council thanking them for recognizing February as Black History Month.

COMMUNITY SPOTLIGHT IN RECOGNITION OF JAMES NGUYEN FOR BEING ONE OF THE 100 RISE GLOBAL WINNERS FOR 2022

COMMUNITY SPOTLIGHT IN RECOGNITION OF PHILLIP NGUYEN FOR RECEIVING THE NSLI-Y VIRTUAL SUMMER INTENSIVE SCHOLARSHIP FROM THE U.S. DEPARTMENT OF STATE

SOCALGAS UPDATE

Juan Gonzalez, Public Affairs Manager with SoCalGas provided a PowerPoint presentation on the recent price increases due to pipeline deficiencies and higher demand due to colder weather.

ORAL COMMUNICATIONS

Speakers: Rubi Garcia, Grace Lee, Teresa Tran, Nicholas Dibs.

RECESS

At 7:20 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 8:16 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ADOPTION OF A PROCLAMATION CELEBRATING FEBRUARY AS BLACK HISTORY MONTH (F: 83.1-2023)

This matter was considered earlier in the meeting.

APPROVAL OF FINAL PARCEL MAP NO. PM-2020-112 FOR THE PROPERTY LOCATED AT 11841 MAGNOLIA STREET, GARDEN GROVE (F: 118.1)

It was moved by Council Member Klopfenstein, seconded by Mayor Pro Tem Brietigam that:

Final Parcel Map No. PM-2020-112 for the property located at 11841 Magnolia Street, Garden Grove, be approved.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

APPROVAL OF THE SECOND AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF ORANGE FOR FAMILIES AND COMMUNITIES TOGETHER (FaCT) GRANT PROGRAM FUNDING FOR THE MAGNOLIA PARK FAMILY RESOURCE CENTER (F: 97.2.99)

It was moved by Council Member Klopfenstein, seconded by Mayor Pro Tem Brietigam that:

The Second Amendment to the Agreement with the County of Orange Social Services Agency to receive Families and Communities Together (FaCT) grant funding for the Magnolia Park Family Resource Center (MPFRC), be approved; and

The City Manager be authorized to sign the Second Amendment, including making any modifications during the contract period for the operation and implementation of the contract services on behalf of the City.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

APPROVAL OF AMENDMENT NO. 6 TO THE AGREEMENT WITH WM CURBSIDE, LLC, FOR ADMINISTERING THE CITY'S HOUSEHOLD HAZARDOUS PROGRAM (F: 55-WM CURBSIDE, LLC)

It was moved by Council Member Klopfenstein, seconded by Mayor Pro Tem Brietigam that:

Amendment No. 6 to the Agreement with WM Curbside, LLC., in the amount of \$12,875, from February 14, 2023 through May 31, 2023 for administration of the City's Household Hazardous Program, be approved; and

The City Manager be authorized to execute Amendment No. 6 on behalf of the City, including making minor modifications as appropriate.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETINGS HELD ON DECEMBER 13, 2022,
AND JANUARY 10, 2023 (F: VAULT)

It was moved by Council Member Klopfenstein, seconded by Mayor Pro Tem Brietigam that:

The Minutes from the meetings held on December 13, 2022, and January 10, 2023, be received and filed.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

WARRANTS

It was moved by Council Member Klopfenstein, seconded by Mayor Pro Tem Brietigam that:

Payroll warrants issued on January 26, 2023, inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

WAIVER

It was moved by Council Member Klopfenstein, seconded by Mayor Pro Tem Brietigam that:

That full reading of ordinances listed be waived.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

CONSIDERATION TO APPOINT TO THE CITY'S COMMISSIONS, COMMITTEE, AND BOARD (CONTINUED FROM THE JANUARY 24, 2023, MEETING) (F: 122.0)

This matter was continued to the next meeting.

RECEIVE AND FILE THE ANNUAL FINANCIAL REPORTS AND AUDITOR'S COMMUNICATION RELATED TO FISCAL YEAR 2021-22 ANNUAL AUDIT, AND APPROVE ADDITIONAL APPROPRIATION FOR FISCAL YEAR 2022-23 (F: 22.1) (F: 34.1.2022)

Staff provided a PowerPoint presentation with an overview of the findings from the auditor Davis Farr LLP that indicated a clean opinion from the auditor with a positive operating result of \$71.1 million; a General Fund surplus of \$49.2 million; \$37.4 million unspent capital project funds carried over to Fiscal Year 2022-23 with \$7.8 million additional appropriation allocated in Amended Fiscal Year 2022-23 budget; with Public Safety expenditures totaling \$95.2 million, 71.8% of overall General Fund expenditures.

Following City Council comments, it was moved by Mayor Pro Tem Brietigam, seconded by Council Member Klopfenstein that:

The City of Garden Grove Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2021-22; Agreed-Upon Procedures Applied to Appropriation Limit Worksheets; Internal Control and Compliance of the Air Quality Improvement Fund; Auditor Communications to the City Council; and Management Letter to the City Council; be received and filed;

Additional appropriation for the tenant improvement and space study of the Purcell Building in the amount of \$1.0 million, be approved;

Additional appropriation for the 2022 Statewide General Election in the amount of \$106,000, be approved; and

Additional appropriation for a cloud-based data hosting service in the amount of \$24,000, be approved.

The motion carried by a 7-0 vote as follows:

Ayes:	(7)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam, Jones
Noes:	(0)	None

ADOPTION OF A RESOLUTION TO AUTHORIZE PARTICIPATION IN THE ENCAMPMENT RESOLUTION FUNDING GRANT PROGRAM (F: 117.15)

Following staff introduction and City Council discussion, it was moved by Council Member Nguyen, seconded by Council Member Klopfenstein that:

Resolution No. 9783-23 entitled: A Resolution of the City Council of the City of Garden Grove to authorize participation in the Encampment Resolution Funding Grant Program (ERF-2-R) with the proposed budget of \$3,444,000 and authorize agreements to implement the CalTrans Collaborative Project, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

SECOND READING OF ORDINANCE NO. 2941 (F: 116.PUD-018-2022)

Following the reading of the ordinance, it was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

Ordinance No. 2941 entitled: An Ordinance of the City Council of the City of Garden Grove approving Planned Unit Development No. PUD-018-2022 to establish residential Planned Unit Development implementation provisions and standards of development for property located at 9071, 9081, and 9091 Lampson Avenue (Assessor's Parcel Nos. 133-183-55, 56, 57, and 58), be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

Mayor Pro Tem Brietigam announced that on Sunday, February 26, 2023, from 9:00 a.m. to 1:00 p.m., he and Council Member Tran are hosting a Catalytic Converter Engraving event at the Grease Monkey garage on Knott Street. This event is free to all Garden Grove residents.

Council Member O'Neill praised the Fire Fighters who responded to a car accident involving a mother and daughter en route to a championship basketball game; the Fire Fighters went above and beyond once the accident scene was secure to take the mother and daughter to the game. Comment from OCFA was "that being there for

the team and being there for the community is what we take to heart.” He wished his wife a Happy Valentine’s Day.

Council Member Tran thanked Dr. Gabriela Mafi, Superintendent of Garden Grove Unified School District, and students from Rancho Alamitos High School for attending the “Elder Event.” The students, who were very polite, performed songs and it turned out very nice. She is looking forward to holding more events and collaborating with Council Member Brietigam, and Council Member Klopfenstein on an art event.

Council Member Nguyen spoke about a need for additional part time staffing for the purpose of supporting council districts in order to provide more community engagement. Comparatively, she has seen other cities providing staffing assigned to council districts promoting community engagement specific to those respective districts, which is something that needs to be considered for the future. She suggested multiple ways in which assigned staff could be instrumental in promoting services and events specific to each district as well as citywide. She recommended that through neighborhood partnerships, creating district associations could be beneficial for community engagement, noting that many events that are held, such as community workshops might be better attended. District staff could gather data and track hot spots for crime or other issues and provide useful information to the residents within their respective districts. She would also like to have video shorts posted online and on social media following council meetings highlighting projects or milestones that were approved. She expressed concern that as she is near the end of her term as a council member, and as such she would like to leave a legacy of long term solutions for more community engagement. She felt that the council needs to be more proactive on diversity when selecting commissioners. She encouraged the council members to attend the League of California Cities General Assembly OC coming up on Thursday between 5:00 through 7:00 pm at the Irvine City Hall. She is looking forward to the upcoming opening day of Garden Grove Pony League on Saturday, February 28 at 10:00 a.m. at West Haven Park. Lastly, she wished her fiancé a Happy Valentine’s Day.

Council Member Klopfenstein spoke on the loss of Ric Lerma, an important member of the Garden Grove community, and that on February 9, 2023, the first annual Ric Lerma Memorial Blood Drive was held at the Community Meeting Center. She thanked city staff for allowing the use of the center and noted that the drive was well organized. Notably, Patti Widdicombe of McDonald’s, Kayes Kitchen, and countless civic groups and volunteers came together to sponsor and to honor the legacy and life of Ric Lerma. The American Red Cross was fabulous to work with collecting 50 pints of blood with an impact of hopefully saving over 150 lives. It was a successful event that she hopes to continue in the years to come.

Council Member DoVinh congratulated Assistant City Manager, Lisa Kim, for receiving the John H. Nail Memorial Award of 2023; this recognition is an important achievement presented to an outstanding municipal assistant who has contributed

significantly to city government and to the advancement of the community. He noted that with City Manager Stiles leaving the City, he is happy that there will be an internal recruitment. He spoke to his expectation for a well-run city and expects City staff to be responsive to the residents. He expressed that as a council member he did not give up his rights as a resident nor a business owner and made the distinction between perceived conflicts of interest and actual conflicts of interest he must abide by as a council member. He commented he was waiting on clarification of what constitutes a conflict of interest and that he will continue to operate his business, as he has a business license to do so. He recommended training for staff who are not educated on how to work with council members and he asked the City Manager and City Attorney to compile a Do and Don't List for the elected officials, as well as for City staff. He expressed his expectations for a new City Manager that includes ensuring staff is responsive to the public. He noted that under City Manager Stiles, the City has a surplus and he would like that to continue with a budget surplus and to protect pensions. He paid homage to Charles Mitchell, Ric Lerma, and Division Chief Ron Roberts who have all recently passed away.

City Manager Stiles spoke on meeting with Cal Optima on their Street Medicine program who will be presenting at the next City Council meeting. There will be an ADU Workshop held for the community at the Community Meeting Center on Wednesday, February 15, 2023, at 6:00 p.m. hosted by City staff. The RFP for a construction contractor has been released for the Navigation Center with bids due on March 1, 2023. There will be a bulky item pick event on February 25, 2023, at Skylark Elementary School in District 2 that is open to all Garden Grove residents.

Mayor Jones offered condolences to the friends and families of Ric Lerma and Chief Ron Roberts. Ric was a pillar of the community who gave unselfishly of his time. Chief Roberts was an exemplary leader who was the Orange County Fire Authority Division Chief overseeing the Garden Grove Division.

ADJOURNMENT

At 8:52 p.m., Mayor Jones adjourned the meeting in memory of Ric Lerma and of Ron Roberts. The next Regular City Council Meeting is scheduled for Tuesday, February 28, 2023, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Craig Beck
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Award a contract to Michael Baker International for the preparation of the California Environmental Quality Act (CEQA) compliance documents for the Civic Center Project. (Cost: \$331,051) (<i>Action Item</i>)		
		Date:	3/28/2023

OBJECTIVE

For the City Council to award a contract to Michael Baker International for the preparation California Environmental Quality Act (CEQA) compliance documents for the Civic Center Project, which consists of a new Public Safety Building, a re-visioning of Civic Center Park, and a new parking structure.

BACKGROUND

In July 2019, the City Council authorized a comprehensive space and needs assessment of the police facilities by Dewberry to address current and future needs of the Garden Grove Police Department (GGPD). Findings of the report identified deficiencies in the existing GGPD facilities and insufficient spacing available for building, parking, and site needs to accommodate current and future demands of the public safety operations. It further concluded the current Police Facilities campus are all undersized and poorly configured. The final Dewberry Report was presented to the Council at the January 28, 2020 meeting.

In February 2022, an extensive Request for Proposal process was undertaken to assemble a P3 (Public Private Partnership) financial advisory team to analyze a P3 structure for a new Public Safety Building. The Scope of Work provided for a multi-phase procurement strategy to evaluate the potential cost implications of a new Public Safety Building based on a range of site and program alternatives that incorporated affordable housing and a revisioning of Civic Center Park, and to evaluate project delivery options.

Due to the complexity of a P3 structure, the City Council authorized Phase 1 work

only in July 2022, which focused on an initial project financial and feasibility analysis associated with development of a conceptual site massing layout for the future Public Safety Building. The consultant team led by Project Finance Advisory, Limited (PFAL) was selected to perform this analysis. Concurrently with the project analysis work, Placeworks was retained to facilitate outreach via the Civic Center Community Engagement. Specifically these tasks focused on assessment and utilization of the Civic Center area amenities. Additional information is available on the City's website at <https://ggcity.org/civic-center>.

As part of the Phase 1 Scope of Work, the PFAL team completed the following tasks:

- Developed overarching goals and objectives for a new Public Safety Building project
- Validated program needs identified in the 2020 Dewberry Report
- Developed site objectives and evaluation criteria including designation of a site to be considered for the new Public Safety Building and conceptual site massing alternatives
- Performed outreach to stakeholders
- Conducted a preliminary feasibility analysis and identification of potential project delivery options

The purpose of the initial feasibility analysis was to develop a preliminary cost estimate for the future Public Safety Building and determine optional delivery methods for the project. Throughout the process, PFAL completed a review of previously completed studies and plans, conducted meetings with staff and stakeholders to assess and validate goals and objectives for the public safety facilities, Civic Center Park and affordable housing options. There has been continued input from project stakeholders from the City Manager's Office, Finance, Community Services, Police, Community Development and Public Works Departments.

Validation processes of the 2020 Dewberry Report were undertaken to determine an appropriate building size, utilization of space and efficiencies, and optimal location of the new Public Safety Building. Through this process, it was determined that the new Public Safety Building would likely be a multi-story building totaling approximately 87,000 square feet, achieve sustainability goals, and meet GGPD infrastructure needs and potential growth to 2039. With the combined analysis of validation and site considerations, the team further concluded that the existing Civic Center Park area combined with the adjacent parking lot would be sufficient to accommodate a new Public Safety Building totaling 87,000 square feet, along with a multi-level parking structure to contain approximately 448 spaces, which will accommodate secured police fleet vehicle parking, staff personal vehicles, and some public parking.

The feasibility analysis prepared by the PFAL team estimated a preliminary project budget to be approximately \$108 million for construction of the new building, revisioning of Civic Center Park, and a multi-level-floor parking structure. This estimate is intended to provide the City with an opinion of likely cost at a feasibility level, reflective of local market rates and conditions in Orange County. Adjustments to program cost estimates are expected and will be further refined through subsequent stages of the P3 process.

Based on the feasibility analysis conducted by PFAL, it was recommended that the City Council advance the Design-Build-Finance (DBF) option for the following reasons:

- A future site location has been identified.
- Preliminary Public Safety Building program has been validated.
- Retain asset operations and maintenance responsibility unless otherwise determined in the next phase of work.
- Streamlined project schedule.
- Ability to optimize risk transfer to Developer.
- Guaranteed price and performance per negotiated contract.

In January 2023, the City Council directed staff to continue advancing the Civic Center Project and authorized:

- An Amendment to the Professional Services Agreement with PFAL to proceed with Phase 2 and Phase 3 to develop a Request for Qualifications/Proposals (RFQ/P) to determine selection of a Preferred Developer and support the City through a progressive process to finalize a design, build, finance agreement with the selected developer;
- An Amendment to the Professional Services Agreement with Placeworks to expand and develop a plan for community and stakeholder engagement; and
- Initiate work for an environmental analysis of the Civic Center Project by retaining an environmental consultant to assist the City with preparation of CEQA (California Environmental Quality Act) compliance documents, which will be conducted in parallel with the development of the RFQ/P.

DISCUSSION

In February 2023, a Request for Proposals (RFP) was released requesting services of an environmental consultant for the preparation of CEQA compliance documents for the Civic Center Project. Four (4) firms submitted proposals in response to the RFP: De Novo Planning Group from Tustin, Environmental Science Associates (ESA) from Irvine, LSA Associates, Inc. from Irvine, and Michael Baker International from Santa Ana.

The selection process comprised of an evaluation team who carefully analyzed all proposals. The evaluation team recommends contracting with Michael Baker International to assist with all requested tasks. The consultant is qualified by virtue of experience and expertise to accomplish the services requested and has a clear understanding of the City's objectives. Qualifications of Michael Baker International ("Michael Baker") include:

- Prepared a detailed and comprehensive budget and cost breakdown for all requested tasks and services.
- Have committed to preparation and completion of the environmental clearance CEQA document for the Civic Center Project through a feasible schedule of milestones along a proposed project timeline that directly aligns with the City's goals for overall project timing and to facilitate and advance other tasks of

Phase 2/3 for the project.

- Demonstrated extensive prior experience in providing environmental consulting services for other similar civic projects, including police station and fire station public safety facilities, parking structures, as well as park/community use facilities projects.
- The Michael Baker team provides a good mix of familiarity with the City, and expertise in project management and environmental assessment.

FINANCIAL IMPACT

Funds have been budgeted in the Biennial budget for the FY 2021-2022 and FY 2022-2023 for the Civic Center Project.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Michael Baker International for the preparation of CEQA compliance documents for the Civic Center Project, in a not to exceed amount of \$331,051.00, for Fiscal Year 2022-23;
- Appropriate \$331,051.00 from the Civic Center Project funds budget to Michael Baker International per agreement (GL:111-211-1280; JL: NC1326274);
- Authorize the City Manager, or authorized designee, to execute the contract on behalf of the City and to make minor modifications as appropriate; and
- Authorize the City Manager or authorized designee to sign amendments as appropriate, including the authorization to increase the compensation to a higher amount, provided sufficient funds are available.

By: Chris Chung, Senior Planner

ATTACHMENTS:

Description	Upload Date	Type	File Name
Michael Baker CEQA Proposal	3/18/2023	Exhibit	Michael_Baker_CEQA_Proposal.pdf
Draft Professional Services Agreement	3/18/2023	Agreement	Draft_Professional_Services_Agreement.docx

GARDEN GROVE CIVIC CENTER CEQA COMPLIANCE PROPOSAL – MICHAEL BAKER INTERNATIONAL



REVISED MARCH 10, 2023



SUBMITTED TO:



SUBMITTED BY:

Michael Baker
INTERNATIONAL
Page 100 of 346

I. LETTER OF INTEREST

March 10, 2023

Chris Chung

City of Garden Grove

Community and Economic Development Department

11222 Acacia Parkway
Garden Grove, CA 92840

Subject: Revised Garden Grove Civic Center CEQA Compliance Proposal—Michael Baker International

Dear Mr. Chung:

Michael Baker International (Michael Baker) has been helping our municipal clients deliver capital projects of critical importance to their communities for over 80 years. We fully understand the urgency for the City to successfully implement this project as a means to effectively provide public safety services and other public amenities over the long term. ***We possess an extensive resume of environmental documents prepared for police facilities, fire stations, and other community facilities that will assist the City with an expedited, while defensible, environmental review under the California Environmental Quality Act (CEQA).***

Our team is well suited to provide environmental clearance for the proposed project, given our extensive experience with both service facilities (i.e., police and fire stations), as well as community/park facilities. ***Our multi-disciplinary in-house capabilities allow us to provide these services without any subconsultants, providing enhanced efficiency, coordination, and communications to the City.*** Additional details regarding our key staff resumes and relevant experience are included within this proposal.

Based on the information provided by the City and our understanding of the project, we have outlined a work program to directly respond to the City's needs. We are available to begin the work program immediately. Please do not hesitate to contact me at 949.855.5747 or kbogue@mbakerintl.com should you have any questions or need clarification. We look forward to being of service to the City of Garden Grove.

Regards,



Kristen Bogue
Senior Associate/Project Manager



Richard Beck
Vice President

II. Firm Qualifications

Michael Baker has a proven approach based on decades of experience providing highly sound and legally defensible environmental documentation, on schedule and within budget.

Founded in 1940 and celebrating over 80 years of supporting our local communities, Michael Baker is a leader in environmental, planning, engineering, architecture, consulting, and technical/professional services with a local focus and global expertise. Michael Baker has a staff of more than 3,500 professionals with in-house expertise in disciplines that include Environmental Analysis, Planning, GIS Services, Surveying, Aerial Photogrammetry, Mapping, Real Estate Assessments, Transportation/Traffic Engineering, Civil Engineering (including Grading, Public Works, Water/Wastewater, Hydrology), Mechanical/Electrical/Energy Services, CADD, and Media Services.

ENVIRONMENTAL SERVICES

As a leader in the environmental consulting field, Michael Baker offers an extensive array of services associated with environmental compliance and documentation. Michael Baker provides evaluation for the full range of environmental effects for all types of projects, including CEQA and NEPA documentation, land use, air quality and health risk assessments, greenhouse gas analyses, noise studies, regulatory agency permitting, biological resources, cultural resources, hazardous materials and waste, visual assessments, shade/shadow studies, photosimulations, photometric analysis, traffic studies, hydrology/water quality assessments, farmlands, community/socioeconomic analyses, biological mitigation/monitoring, and other technical areas. Our environmental compliance managers have a broad resume of project experience in urban communities and have worked on numerous complex projects requiring technical expertise, creative solutions, and development of effective and workable mitigation. We can confidently say that our environmental expertise makes us primed to assist with this critically important project for the City.

83 YEARS IN BUSINESS

FORM OF ORGANIZATION

Pennsylvania Corporation

NUMBER OF OFFICES

100+

NUMBER OF EMPLOYEES

3,450 Companywide

SERVICE OFFICE ADDRESS

5 Hutton Centre Drive, Suite 500

Santa Ana, CA 92707

Phone: 949-472-3505

PROJECT MANAGER

CONTACT INFORMATION

Kristen Bogue, Senior Associate

Environmental Sciences

Department

Phone: 949-855-5747

Email: kbogue@mbakerintl.com

AESTHETICS



BIOLOGICAL
RESOURCES



ROADWAY



CULTURAL
RESOURCES



UTILITIES



CEQA / NEPA DOCUMENTS



GREENHOUSE
GAS



POPULATION



AIR QUALITY



HAZMAT

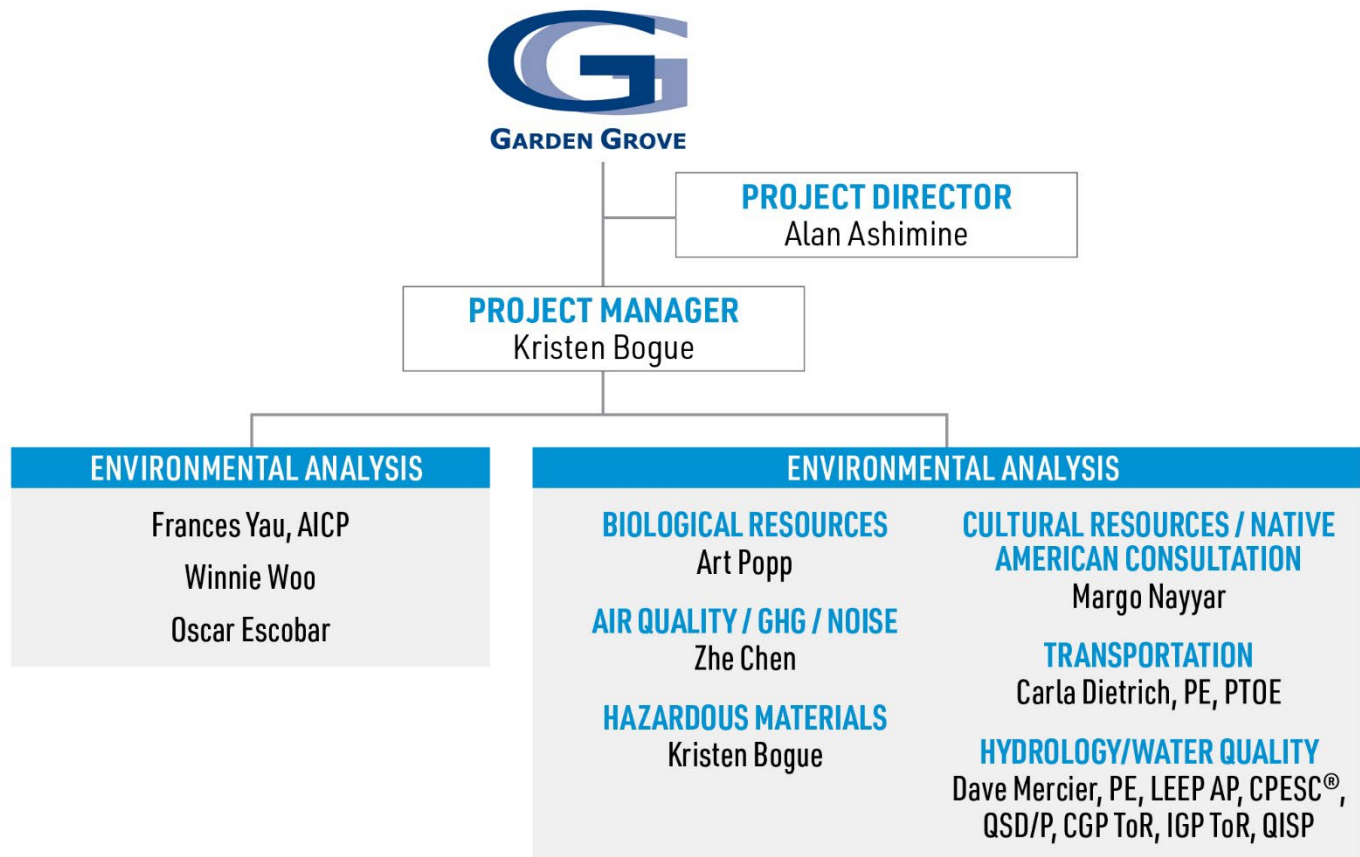


TRIP
REDUCTION

III. Key Team Personnel

The benefit of the Michael Baker Team is our team’s deep bench of experience and resources that allow us to successfully deliver high quality documents.

Our Team, led by Ms. Kristen Bogue (Project Manager) and Mr. Alan Ashimine (Project Director), is comprised of professionals with expertise in preparing technical studies and environmental analysis for CEQA compliance projects. Ms. Bogue will be the primary contact for day-to-day project management. In addition, Mr. Alan Ashimine, is available for overall quality assurance/quality control. The following is an organizational chart identifying each key professional and their responsibilities. Resumes for key team members are presented on the following pages.



MICHAEL BAKER INTERNATIONAL KEY STAFF



ALAN ASHIMINE | PROJECT DIRECTOR

Years of Experience: 23

Mr. Ashimine will serve as Project Director and will serve as overall quality assurance/quality control. Mr. Ashimine uses his experience to substantiate conclusions within the document based on the results of complex technical documentation.

Mr. Ashimine manages the Environmental Sciences Department in Michael Baker's Santa Ana office. Mr. Ashimine's primary responsibilities include oversight of the department's daily operations, management of projects, staff mentoring and instruction, and scheduling and business development. He has extensive experience in the research, analysis, and writing of environmental documentation for a variety of projects involving civic/institutional, infrastructure, redevelopment, residential, and industrial uses. Mr. Ashimine uses his experience to manage and author environmental documentation, often incorporating the results of complex technical documentation to substantiate conclusions within the document. Mr. Ashimine has also successfully prepared environmental documentation for a range of highly controversial projects subject to scrutiny by the general public, environmental organizations, and public agencies.

Relevant Project Experience

- East Division Police Substation Initial Study/Environmental Assessment, Project Manager
- Platinum Triangle Fire Station No. 12 Addendum, Project Director
- Bay Bridge Pump Station and Force Mains EIR, Project Director



KRISTEN BOGUE | PROJECT MANAGER

Years of Experience: 18

Ms. Bogue will serve as Project Manager. She will be assigned project management of awarded CEQA document task orders. She will be responsible for the day-to-day management and supervision of the work program and will be the direct point of contact to the City. Ms. Bogue will be responsible for consulting with and coordinating the project Team to ensure a thorough analysis that complies with CEQA.

Kristen is a recognized leader in CEQA and NEPA studies. She has successfully prepared environmental documentation for a range of highly controversial projects subject to scrutiny by the general public, environmental organizations, and public agencies. Using her broad background and understanding of environmental constraints, she provides detailed, legally sound CEQA/NEPA compliance review and environmental documentation. Kristen also serves as the technical lead for Visual Analysis and Hazardous Materials services at Michael Baker, with a specialty in visual impact assessments, shade/shadow studies, photometrics, as well as Phase I Environmental Site Assessments.

Relevant Project Experience

- Mammoth Lakes Police Station Initial Study/Mitigated Negative Declaration, Environmental Analyst
- Mammoth Creek Park West New Community Multi-Use Facilities EIR, Project Coordinator
- Platinum Triangle Fire Station No. 12 Addendum, Environmental Specialist
- Manhattan Beach Scout House Project, Project Manager
- Bay Bridge Pump Station and Force Mains EIR, Project Manager

Additional Key Staff

As Michael Baker's Technical Task Managers, the following specialists will manage technical analysis requests, verifying the necessary scope of work with City staff and ensuring consistency with project description assumptions, CEQA adequacy, and methodology assumptions.

Task Lead Name	Years' Experience	Emphasis	Project Experience
Zhe Chen	6	Air Quality Assessment Health Risk Assessment Greenhouse Gas Assessment Energy Analysis Noise Studies	<ul style="list-style-type: none"> Bay Bridge Pump Station Project, Environmental Analyst 205 East Valley Boulevard Project IS/MND, Environmental Specialist Cal Water Well and Water Treatment Plant Project IS/MND, Environmental Specialist
Carla Dietrich, PE, PTOE	23	VMT Analysis Queuing Analysis Level of Service Analysis	<ul style="list-style-type: none"> Palos Verdes Drive West Corridor Feasibility Study, Traffic Engineer Pacific Coast Highway Median Channelization, Traffic Engineer
Art Popp	27	Biologist	<ul style="list-style-type: none"> Pio Pico Library Pocket Park & Underground Parking Structure Project, Los Angeles, CA Beri Hillside Estates, Fullerton, CA
Margo Nayyar	12	Cultural/Historical Resources Assessment	<ul style="list-style-type: none"> City of Newport Beach, Lido Fire Station Replacement IS/MND, Task Manager University of California Irvine, UCI - Center for Child Health Cultural Resources Study, Task Manager
Dave Mercier	20	Hydrology/Water Quality	<ul style="list-style-type: none"> Santa Ana River Trail 1, Task Lead Lennar College Park SWPPPs, Task Lead Storm Water Management and Environmental Engineering Services at California State Parks, Contract Manager
Frances Yau	9	CEQA / NEPA Generalist	<ul style="list-style-type: none"> Platinum Triangle Fire Station No. 12 Addendum Mammoth Creek Park West New Community Multi-Use Facilities EIR
Winnie Woo	2	CEQA / NEPA Generalist	<ul style="list-style-type: none"> Victoria Boulevard Apartments EIR, Environmental Analyst. Platinum Triangle Fire Station No. 12 Addendum
Oscar Escobar	1	CEQA / NEPA Generalist	<ul style="list-style-type: none"> Victoria Boulevard Apartments EIR, Environmental Analyst Bay Bridge Pump Station Project, Environmental Analyst



IV. Detailed Work Plan

Based on our discussions with City staff, we understand the City is proposing to relocate the police station, relocate an existing park facility, and construct a new parking structure. Based on this information and the anticipated entitlements, Michael Baker's in-house technical team will conduct preliminary environmental investigation through preparation of an Initial Study in order to determine the appropriate CEQA documentation for the project. As such, our scope of work outlines this approach. We are open to refining our scope and approach based on feedback from the City and are providing this preliminary proposal with a menu of options (exemption/negative declaration/mitigated negative declaration, or an environmental impact report) to maximize flexibility in regards to schedule and cost.

Task 1. Project Coordination and Management:

Ms. Kristen Bogue will serve as Project Manager and will be responsible for implementation of all key Project Management tasks identified in this scope of work, overall management and supervision of the Project Team, and ongoing consultation with City staff. Mr. Ashimine will provide overall quality assurance/quality control. Ms. Bogue will undertake consultation and coordination of the project, invoicing, and review the documentation per the CEQA requirements and guidelines and City of Garden Grove CEQA procedures. Ms. Bogue will coordinate with all technical staff, consultants, and support staff, toward the timely completion of the CEQA documentation. It is Michael Baker's goal to serve as an extension of the City staff throughout duration of the CEQA process.

Ms. Bogue will conduct the project Kick-Off Meeting, virtual, as well as other virtual bi-monthly project coordination meetings (determined by the City as necessary). Ms. Bogue will represent the Project Team at public hearings and make PowerPoint Presentations, as necessary. Should City staff determine that additional meetings beyond the following are necessary, services will be provided under a separate scope of work on a time and materials basis.

- One (1) Virtual Kick-Off Meeting;
- Virtual Preliminary Findings Meeting;
- Virtual Bi-weekly Conference Calls with City staff, as necessary; and
- Four (4) in-person or virtual public hearings, as necessary (refer to [Task 8.1](#)).

Task 2. Initial Study:

2.1 TECHNICAL STUDIES

2.1.1 Air Quality and Noise Modeling Preliminary Findings

Michael Baker will conduct a screening-level air emissions modeling using the California Emissions Estimator Model version 2022.1 (CalEEMod), and short-term and long-term noise and vibration calculations. The results will be compared to the South Coast Air Quality Management District's (SCAQMD) regional and localized thresholds, and the City's Noise Ordinance to determine the significance level.

2.1.2 VMT Screening Memorandum/LOS Analysis

Michael Baker's in-house transportation specialists will document the project description, trip generation analysis including estimated site trips, and Vehicle Miles Travelled (VMT) screening analysis in a Screening Memorandum for the proposed project. Screening criteria will be reviewed to determine if the project can be screened out from the requirement to prepare a detailed VMT analysis based on project location, size, and type. The *City of Garden Grove Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service Assessment* (May 2020 or latest version) will be utilized to conduct the analysis. Specifically, the following project screening criteria will be evaluated: Step 1: Transit Priority Area (TPA) Screening; Step 2: Low VMT Area Screening; and Step 3: Project Type Screening. A project-specific trip generation analysis will be conducted using trip rates from the *ITE Trip Generation Manual* (Institute of Transportation Engineers, 11th Edition) to determine the number of trips associated with the planned project. A preliminary review of the City guidelines indicates that the project will likely screen out as a result of the

Project Type Screening since the list of projects that can be presumed to have a less-than-significant VMT impact include local parks and community institutions. Therefore, based on the current understanding of the project, it is assumed that this project will likely screen out of a full VMT assessment and a VMT calculation is not anticipated. Michael Baker will document the screening analysis process, assumptions, and findings in a technical memorandum for City review. This scope of work includes a total of two rounds of electronic submittals (one draft and one final). In the event that the project does not screen out and a VMT calculation is required, Michael Baker will prepare a scope of work to conduct a full VMT assessment for an additional fee if requested by City staff.

Michael Baker will prepare a Level of Service Assessment scoping document to determine if a traffic operations analysis will be required including the appropriate study area affected by the project. The *City of Garden Grove Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service Assessment* (May 2020 or latest version) will be utilized to conduct the analysis. The scoping document will discuss the following items: 1) trip generation estimates for the daily, AM and PM peak hours; 2) distribution and assignment of project-related trips; 3) site access/on-site traffic circulation; 4) project study area; and 5) study scenarios. To supplement an existing use trip credit analysis, Michael Baker will hire a contractor to conduct AM peak period (7:00 to 9:00 AM) and PM peak period (4:00 to 6:00 PM) traffic counts at up to three (3) existing site access driveways. The scoping document will determine if a change in site trips will require the evaluation of site access driveways and/or an extended study area beyond the project frontage. One phase of project completion and up to two (2) trip distribution patterns are assumed. This scope of work includes a total of two rounds of electronic submittals (one draft and one final). Should the initial assessment determines that additional level of service analysis is required, this can be accommodated under either Optional Task outlined below.

2.1.2A Focused Level of Service Assessment (Optional Task)

If the project affects the estimated number of site trips in the immediate area of the site along the project frontage at the site driveways, Michael Baker will prepare a focused traffic study to evaluate traffic operations and the need for improvements based on Existing Year and Opening Year With Project AM Peak Hour and PM Peak Hour conditions. Information developed in the Level of Service Assessment Scoping Memorandum will be utilized in this analysis. This evaluation assumes the traffic operations analysis of up to four (4) site driveways. Analysis tools will include Synchro, HCS, and/or Sidra. It is assumed that a future year growth rate and a list of planned/approved projects will be provided by City staff. This scope of work includes a total of two rounds of electronic submittals (one draft and one final). If a full Level of Service Assessment is needed, the analysis will be documented in one combined report.

2.1.2B Full Level of Service Assessment (Optional Task)

If the project affects off-site intersections in the area, Michael Baker will supplement the Focused Level of Service Assessment with a Full Level of Service Assessment. This optional task assumes the evaluation of up to six (6) off-site study intersections under Existing Year and Opening Year AM Peak Hour and PM Peak Hour conditions (Without and With Project scenarios). Analysis tools will include Synchro, HCS, and/or Sidra. Information developed in the Level of Service Assessment Scoping Memorandum and under the Focused Level of Service Assessment will be utilized in this analysis.

2.1.3 Biological Resources Assessment

Michael Baker will conduct a database search of the California Department of Fish and Wildlife's California Natural Diversity Database, the California Native Plant Society's Inventory of Rare and Endangered Plants of California, and the U.S. Fish and Wildlife Service's Information for Planning and Consultation project planning tool and Critical Habitat online mapper to identify any special-status biological resources known to occur within the vicinity of the project site. Michael Baker will also review historic/current aerial photographs and topographic maps to assess existing site conditions and any ecological changes that have occurred within the project sites. Following the literature review, Michael Baker will conduct a field survey of the project site to confirm baseline biological conditions. Notes will be taken on all plant and wildlife species observed on-site during the field survey. In addition, the location of any special-status plant and wildlife species and special-status vegetation communities will be mapped, if present on-site. Michael Baker will then prepare a biological memo report summarizing the information and results obtained during the literature review

and field survey; document all plant, wildlife, and vegetation communities observed; and determine the potential for any special-status species to occur on or within the vicinity of the project site. Site photographs taken during the field survey and Geographic Information Systems (GIS) figures will be included in the report to further enhance written text and visually identify specific biological information as it relates to the project site. In addition, the report will analyze potential project-related impacts to biological resources, and identify any additional biological surveys, mitigation measures, and/or regulatory approvals that may be required in order to ensure the analysis of biological resources is compliant with current standards under the California Environmental Quality Act.

2.1.4 Cultural Resources Identification Memorandum

As part of the cultural resources identification study, Michael Baker International will complete a cultural resources records search of the project site with a 0.5-mile search radius at the South Central Coastal Information Center, literature, historic map and aerial photo review, local historical society consultation with one organization, Native American Heritage Commission sacred lands file search, an archaeological and architectural survey, and an archaeological sensitivity analysis of the project site. The existing civic center was developed over 50 years ago and includes the library, police station, senior center, additional buildings, landscaping, and public art. Since the project proposes to demolish the police center and landscaping, and alter the setting of other civic center buildings, we will evaluate the civic center area for inclusion in the California Register of Historical Resources as a historic district. Additionally, we will conduct an evaluation of the police station to determine its individual significance. The resources will be recorded and evaluated on the appropriate California Department of Parks and Recreation (DPR) 523 series forms. The intent of the above-mentioned cultural resources identification efforts is to determine if there are historical resources, as defined in Section 15064.5(a) of the California Environmental Quality Act, within the project site.

2.1.5 AB 52 and SB 18 Assistance

Michael Baker will assist the City with meeting Native American consultation requirements pursuant to Assembly Bill (AB) 52 and Senate Bill (SB) 18. In coordination with the City, we will draft and send consultation letters to tribes that have requested AB52 notification; attend consultation meetings as requested up to 16 hours for a senior archaeologist, and maintain the consultation log using letters, emails, and phone conversation summaries. The consultation log will be included as an appendix to the environmental document. Because consultation is required to be government-to-government, pursuant to State law, we assume the City will provide letterhead for the letters and be involved in consultation meetings and coordination. Additionally, we will assist the City with meeting Native American consultation requirements pursuant to SB 18. Michael Baker will request a Sacred Lands File search and Tribal contact list from the Native American Heritage Commission (NAHC), and will draft and send the SB 18 consultation letters to the tribes identified by the NAHC, and maintain the consultation log. As above, we assume the City will provide letterhead for the letters and be involved in consultation meetings and coordination. We assume 16 hours for a senior archaeologist to attend consultation meetings. It is acknowledged that AB 52 and SB 18 tribal contacts are often different.

2.1.6 Hydrology/WQMP

Michael Baker will coordinate and deliver a Preliminary Water Quality Management Plan (WQMP). The WQMP will comply with the requirements of Orange County, the Regional Water Quality Control Board (RWQCB), and the City of Garden Grove. The WQMP will include Pollutants of concern a discussion of hydrologic conditions of concern, best management practices, operation and maintenance of BMPs, and a discussion on funding. As part of the WQMP, a hydrologic analysis will be conducted to inform outfalls, run-off/on, and stormwater interfacing with industrial, construction, and MS4 Permit related pollutant sources. The hydrologic analysis will be informed by a site visit. A map of the area featuring the outfalls, areas of concern, and MS4 inlets will be created.

2.2 ADMINISTRATIVE DRAFT INITIAL STUDY

The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be prepared in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15070. The Initial Study will be structured in the same format as CEQA Guidelines Appendix

G and will describe the project's location, environmental setting, and characteristics. The Initial Study's main body will consist of a City-approved environmental checklist and an accompanying environmental analysis. The project will be analyzed for its potential to create significant environmental impacts in the areas specified on the City's approved environmental checklist. The Initial Study will also include mandatory findings of significance, long-term versus short-term goals, cumulative impacts, and direct and indirect impacts upon human beings. Based upon the Environmental Checklist/Environmental Analysis, the determination page will denote the appropriate CEQA action (Negative Declaration or Mitigated Negative Declaration). This scope of work assumes that all Tasks 2.1.1 through 2.1.5 will be incorporated into the Initial Study. This scope of work also assumes that the following technical information, if available, will be provided by the City and incorporated into the CEQA documentation, and are excluded from this scope of work:

- Geotechnical Investigation and/or Soils Report;
- Hazardous Materials Documentation (including Phase 1 and Phase 2 Assessments); and
- Information related to proposed utility connection improvements (e.g., undergrounding overhead poles and proposed sewer/water connection locations).

Task 3. Preparation of Exemption, Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report, (either task 3A or 3B):

Task 3A – CEQA CLEARANCE OPTION 1: CE/ND/MND

3A.1 Finalize CE/ND/MND

Michael Baker will respond to one complete consolidated set of comments from City staff on the Administrative Draft Initial Study. Michael Baker will provide a "Second Administrative" Draft in Track Changes to assist with review of the document. Michael Baker will respond to a second complete consolidated set of comments from the City on the Second Administrative Draft Document. Michael Baker will provide a "Proof Check" Draft in track changes to assist with final check of the document. Michael Baker will finalize the Draft Document (either a Negative Declaration or Mitigated Negative Declaration) or an Exemption Report.

Task 3B – CEQA CLEARANCE OPTION 2: ENVIRONMENTAL IMPACT REPORT

Should the environmental analysis described in Tasks 2.1 and 2.2 determine that impacts would be potentially significant, Michael Baker will prepare an Environmental Impact Report (EIR), in accordance with the CEQA Guidelines. As part of the EIR process, Michael Baker staff will prepare an Initial Study/Notice of Preparation (NOP) and a Draft EIR. The following outlines our scope of work for preparation of an EIR.

3B.1 Notice of Preparation

Michael Baker will finalize the Initial Study for public review. Michael Baker will prepare required CEQA notice (i.e., Notice of Preparation [NOP]) for City review. The NOP will be attached to the Initial Study to fully explain the proposed project and its effects. The Initial Study/NOP would be subject to a mandatory 30-day public review period. A public scoping meeting, which can also involve Federal, State, or other local agencies, will be scheduled during the Initial Study/NOP public review period, in order for the community to gain an understanding of the proposed project and provide comments on environmental concerns. The Scoping Meeting will orient the community on the CEQA review process, and will be presented in a manner that which the community can gain a greater understanding of the proposal, intent of CEQA, and the key issue areas to be addressed in the EIR. Michael Baker will provide a PowerPoint Presentation, handouts, and presentation-size graphics to supplement the discussion, as needed. Following the presentation, the meeting will be devoted to public participation, questions, and comments. Comment forms will be

provided for this purpose, and the written comments, along with oral comments, will become a part of the administrative record. This task assumes attendance of one (1) NOP scoping meeting.

3B.2 Administrative Draft EIR

Michael Baker will evaluate the necessary information with respect to existing conditions, the potential adverse project effects (both individual and cumulative), and measures to mitigate such effects. Environmental issues raised during the scoping process (NOP responses, Public Scoping Meeting, and any other relevant and valid informative sources) will also be evaluated. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data. This scope of work assumes that all Tasks 2.1 and 2.2, including assumptions, will be incorporated into the EIR. The EIR's Environmental Analysis section will thoroughly discuss the existing baseline conditions for each environmental issue area and will identify the project's short-term construction-related impacts and long-term operational impacts, and their level of significance. This scope of work assumes the following topic areas will be included in the EIR environmental analysis:

- Air Quality;
- Noise;
- Energy;
- Land Use;
- Hazards and Hazardous Materials;
- Utilities and Service Systems.
- Greenhouse Gas Emissions;
- Tribal and Cultural Resources;
- Transportation;
- Hydrology/Water Quality; and
- Biological Resources.

This scope of work assumes that the initial Study will screen out all other CEQA environmental topics. A brief discussion will be provided for all environmental issues determined to be No Impact or Less Than Significant Impact in the Initial Study, explaining why these determinations were made and that no further analysis in the EIR is warranted. Michael Baker will provide additional sections in the EIR to meet CEQA and City requirements including the following:

- Executive Summary;
- Introduction/Project Description;
- Cumulative Impacts;
- Thresholds of Significance;
- Other CEQA Considerations, which includes a discussion of significant irreversible environmental changes that would be involved in the proposed project should it be implemented;
- Alternatives to the Proposed Project;
- Effects Found Not To Be Significant; and
- Organizations and Persons Consulted/Bibliography.

3B.3 "Proof Check" Draft EIR

Michael Baker will respond to one complete consolidated set of comments from the City on the Administrative Draft EIR. Michael Baker will provide a "Proof Check" Draft in track changes to assist with final check of the document.

3B.4 EIR CEQA Notices

Michael Baker will prepare for City staff review and distribute applicable CEQA Notices, as outlined below. The Public Notices will be distributed via FedEx and/or certified mail to anticipated responsible, trustee, and interested agencies, community groups, and individuals, as well as electronically to the State Clearinghouse. All distribution will be based upon a City-provided distribution list. This scope assumes that City staff will be responsible for any required radius mailing or newspaper notices.

- Notice of Completion (NOC) - Michael Baker will prepare the NOC for submittal to the State Clearinghouse at the onset of the 45-day Draft EIR public review period. The NOC will follow the State Clearinghouse recommended format.

- Notice of Availability (NOA) - Michael Baker will prepare the NOA for distribution along with the Draft EIR at the onset of the 45-day public review period. The NOA will include required project information including a brief Project Description, the start/end dates of the public review period, locations where the EIR is available for review, and City staff contact information.

Task 4. Circulation of Environmental Documents/Determination:

4.1 Public Review Draft Document

Michael Baker will prepare the CEQA Document for public review. This task assumes that no substantive changes will be requested, as this review focuses on minor comments/clarifications. Michael Baker will prepare required CEQA notices for City review. These will be attached to the Public Review Draft Document to explain the proposed project and its effects, as well as the availability of the document for public review and comment. The Public Review Draft Document would be subject to a mandatory public review period. Should the project qualify for an exemption, the Exemption Report along with a Notice of Exemption will be finalized and provided to City staff for review. It is acknowledged that a NOE is not subject to a public review period.

Task 5. Response to Comments and Final Environmental Determination:

5.1 Responses to Comments

Michael Baker will qualitatively respond to all written comments received from agencies, organizations, and interested persons on the Public Review Draft Document during the public review period. This would include, but not be limited to special interest groups and/or law firms representing commenting parties. Michael Baker will prepare thorough, reasoned, and sensitive responses to significant environmental points raised in the review and consultation process. This task includes written responses to both written and oral comments received on the Public Review Draft Document (includes review of City-provided hearing transcripts, if applicable). It is noted that it is unknown at this time the extent of public and agency comments that will result from the review process. This scope assumes 20 comment letters two to three pages in length, and up to three comment letters of extensive detail (more than 20 pages in length). Comments in excess of these assumptions will be considered outside of this scope of work and cost estimate. We will work closely with City staff in drafting responses and revising the Draft Document. This scope assumes no new technical analyses or field work are required to respond to comments. Should the level of comments and response exceed our estimate, Michael Baker will submit additional funding requests to the City in order to complete the responses. The scope of work does not assume supplemental technical studies or extensive additional analysis will be required to provide responses to comments. The CEQA Document will be revised in accordance with the responses to public comments on the Public Review Draft Document. To facilitate City review, Michael Baker will format the Final Document with “underlining” for any new/modified text and “strike out” for any text deleted from the Public Review Draft Document. The Final Document revisions will be presented in summary form in an errata to the Public Review Draft Document.

Task 6. Mitigation Monitoring and Reporting Program (MMRP) (as required):

6.1 Mitigation Monitoring and Reporting Program

To comply with the Public Resources Code Section 21081.6 (AB 32180), Michael Baker will prepare a Mitigation Monitoring and Reporting Program (MMRP) to be defined through working with City staff to identify appropriate monitoring steps/procedures and in order to provide a basis for monitoring such measures during and upon project implementation. The MMRP Checklist will serve as the foundation of the proposed project’s MMRP. The Checklist indicates the mitigation measure number as outlined in the EIR, a list of Mitigation Measures (in order under the appropriate topic), the Monitoring Milestone (at what agency/department responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual date of verification, and pertinent remarks.

Task 7. Final EIR (as required):

7.1 Administrative Draft Final Document

The final document will include a purpose subsection, reference the review process, comment letters received, responses to comments, any required edits/updates to the Public Review Draft Document, and the Mitigation Monitoring and Reporting Program. Michael Baker will respond to one set of comments from the City on the Administrative Draft Final EIR to prepare a “Proof Check” Review Draft Final EIR. Michael Baker will provide the “Proof Check” Draft Final EIR in track changes to assist with final check of the document.

7.2 Publication of Final Document

Michael Baker will respond to one complete consolidated set of comments from the City on the “Proof Check” Final Document. This task assumes that no substantive changes will be requested, as this review focuses on minor comments/clarifications. Michael Baker will provide City staff with a Final Document for publication on the City’s website.

7.3 Findings and Statement of Overriding Considerations

Michael Baker will provide administrative assistance to facilitate the CEQA process including the preparation of the Notice of Determination, Statement of Overriding Considerations and Findings for the City’s use in the project review process. Michael Baker will prepare the Findings in accordance with the CEQA Guidelines Sections 15091 and 15093 and in a form specified by City staff. Michael Baker will submit the Administrative Draft Findings and Statement of Overriding Considerations for City review and will respond to one set of City comments to prepare a “Proof Check” Draft of the Findings and Statement of Overriding Considerations for review. The “Proof Check” Draft will be provided in track changes to assist with final check of the document.

Task 8. Public Hearings:

8.1 Public Hearings

Ms. Bogue will represent the Project Team up to four (4) in-person or virtual public hearings and make PowerPoint Presentations, as necessary. Should City staff determine that additional meetings beyond the following are necessary, services will be provided under a separate scope of work on a time and materials basis.

Task 9. Notice of Determination:

9.1 NOD Filing

Michael Baker will prepare and file the Notice of Determination (NOD) with the County Clerk and the State Clearinghouse within five (5) days after deciding to carry out or approve the project. This scope excludes applicable California Department of Fish and Wildlife (CDFW) filing fees.

Deliverables

This scope of work assumes that all Administrative Drafts, the Notice of Determination, and the Statement of Overriding Considerations will be provided electronically in MS Word and PDF file format. Mailings for up to 35 copies of the Notice of Preparation and Notice of Availability/Notice of Intent to Adopt will be provided. Up to 3 hard copies of the Public Review Drafts (i.e., Initial Study, Draft EIR, and Final Document) will be provided. One hard copy of the Technical Appendices will be provided. Last, Michael Baker will assist City staff with uploading materials to the State Clearinghouse via CEQASubmit, including preparation of the State Clearinghouse Summary Form and Notice of Completion.

V. Schedule

A date-specific schedule will be provided shortly after the Kick-Off Meeting. The schedule considers on-going coordination and meetings with the project team through the duration of the project.

INITIAL STUDY/TECHNICAL STUDIES

Project Kick-Off Meeting	Month 1
MBI provides City data needs/Construction Questionnaire	Month 1
Research and Investigation Initiated	Month 1
Technical Studies	Month 2
Preliminary Findings Meeting	Month 2
Administrative Draft Initial Study	Months 1-3

3A. CEQA CLEARANCE OPTION 1: CE/ND/MND

Screencheck Draft Initial Study	Months 1-3
"Proof Check" Draft Initial Study/Mitigated or Negative Declaration	Months 3-4
Publication for 30-Day NOP Public Review+	Months 4-5
Final Initial Study/Mitigated Negative Declaration	Months 4-5
Completion of the Final IS/MND	Month 6

3B. CEQA CLEARANCE OPTION 2: ENVIRONMENTAL IMPACT REPORT

Screencheck Draft Initial Study	Month 2
"Proof Check" Draft Initial Study	Month 2
Publication for 30-Day NOP Public Review/NOP/Scoping Meeting	Months 2-3
Administrative Draft EIR	Months 2-4
Preliminary Draft EIR	Month 5
Complete, Publish, and Circulate Draft EIR	Months 5-6
Publication for 45-Day Draft EIR Public Review Period	Months 6 - 7
Administrative Final EIR	Month 8
"Proof Check" Draft Final EIR	Month 9
Publish Final EIR	Month 9

Notes/Assumptions:

- This schedule is contingent upon Michael Baker receiving data needs (e.g., project information/plans, construction assumptions, etc.) in a timely manner from the City or the City's consultants/contractors.
- This schedule assumes that City staff will provide one consolidated set of comments on Administrative Draft submittals. In other words, comments from various City departments, legal counsel, and City management will be combined and reviewed to eliminate redundant and/or conflicting comments.
- This schedule is based upon expedited timelines for City/legal reviews to meet the aggressive schedule for the project.
- This schedule is subject to refinement based on additional discussions with City Staff and information provided at the kick-off meeting.

VI. Cost Estimate

TASK	Alan Ashimine \$295	Kristen Bogue \$230	Frances Yau \$165	Winnie Woo \$115	Eddie Torres \$300	Zhe Chen \$165	Carla Dietrich \$215	Margo Nayyar \$250	Dave Mercier \$300	Art Popp \$225	Graphics Formatting \$140	MB Total Hours	Total Cost
1.0. PROJECT COORDINATION AND MANAGEMENT													
1.0 Project Coordination and Management	31	96								2		129	\$31,675
2.0. INITIAL STUDY													
2.1 Technical Studies													
2.1.1 Air Quality and Noise Modeling					2	49						51	\$8,685
2.1.2 VMT Screening Memo/LOS Analysis							50					50	\$10,750
2.1.3 Biological Resources Assessment				28						19		47	\$7,495
2.1.4 Cultural Resources Identification Report								95				95	\$23,750
2.1.5 AB 52 and SB 18 Assistance		4						35				39	\$9,670
2.1.6 Hydrology/WQMP									49			49	\$14,700
2.2 Administrative Draft Initial Study	8	26	24	95	16	98						12	\$45,875
TOTAL HOURS	39	126	24	123	18	147	50	130	49	21	12	739	
*Percent of Total Labor (Hours)	5.3%	17.1%	3.2%	16.6%	2.4%	19.9%	6.8%	17.6%	6.6%	2.8%	1.6%		
Subtotal Tasks 1 and 2 Costs	\$11,505	\$28,980	\$3,960	\$14,145	\$5,400	\$24,255	\$10,750	\$32,500	\$14,700	\$4,725	\$1,680		\$152,600
3.0. PREPARATION OF EXEMPTION, NEGATIVE DECLARATION, MITIGATED NEGATIVE DECLARATION, OR ENVIRONMENTAL IMPACT REPORT (either Task 3A or 3B)													
3A: CEQA CLEARANCE OPTION 1: CE/ND/MND													
3A.1 Finalize CE/ND/MND	4	16	4	32	2	6					12	76	\$12,470
3A Deliverables													\$3,500
TOTAL HOURS	4	16	4	32	2	6	0	0	0	0	12	76	
*Percent of Total Labor (Hours)	5.3%	21.1%	5.3%	42.1%	2.6%	7.9%	0.0%	0.0%		0.0%	15.8%		
Subtotal Task 3A: Option 1 Costs	\$1,180	\$3,680	\$660	\$3,680	\$600	\$990	\$0	\$0	\$0	\$0	\$1,680		\$15,970
3B: CEQA CLEARANCE OPTION 2: ENVIRONMENTAL IMPACT REPORT													
3B.1 Notice of Preparation	2	8		16							8	34	\$5,390
3B.2 Administrative Draft EIR	8	38	48	128	32	96					12	362	\$60,860
3B.3 "Proof Check" Draft EIR	4	16	6	24		8					12	70	\$11,610
3B.4 EIR CEQA Notices		4		12								16	\$2,300
3B EIR Deliverables													\$6,000
TOTAL HOURS	14	66	54	180	32	104	0	0	0	0	32	482	
*Percent of Total Labor (Hours)	2.9%	13.7%	11.2%	37.3%	6.6%	21.6%	0.0%	0.0%		0.0%	6.6%		
Subtotal Task 3B: Option 2 Costs	\$4,130	\$15,180	\$8,910	\$20,700	\$9,600	\$17,160	\$0	\$0	\$0	\$0	\$4,480		\$86,160
4.0. CIRCULATION OF ENVIRONMENTAL DOCUMENTS/DETERMINATION													
4.1 Public Review Draft Document	1	6		14		2					6	29	\$4,455
5.0 RESPONSES TO COMMENTS AND FINAL ENVIRONMENTAL DETERMINATION													
5.1 Response to Comments	6	16		60		16					2	100	\$15,270
6.0 MMRP (as required)													
6.0 MMRP (as required)		1		6								7	\$920
7.0 FINAL EIR (as required)													
7.1 Administrative Draft Final Document		10		16							2	28	\$4,420
7.2 Publication of Final Document		2		2							2	6	\$970
7.3 Findings/Overriding Considerations	1	6		20								27	\$3,975
8.0 PUBLIC HEARINGS													
8.1 Public Hearings	8	24									4	36	\$8,440
9.0 NOTICE OF DETERMINATION													
9.1 NOD Filing		1		12								13	\$1,610
TOTAL HOURS	16	66	0	130	0	18	0	0	0	0	16	246	
*Percent of Total Labor (Hours)	6.5%	26.8%	0.0%	52.8%	0.0%	7.3%	0.0%	0.0%		0.0%	6.5%		
Subtotal Tasks 4 through 9 Costs	\$4,720	\$15,180	\$0	\$14,950	\$0	\$2,970	\$0	\$0	\$0	\$0	\$2,240		\$40,060
TOTAL COSTS - CEQA CLEARANCE OPTION 1 (CE/ND/MND) INCLUSIVE OF TASKS 1, 2, 3A, and 4 through 9													\$208,630
TOTAL COSTS - CEQA CLEARANCE OPTION 2 (EIR) INCLUSIVE OF TASKS 1, 2, 3B, and 4 through 9													\$278,820
10% Contingency													\$27,882
OPTIONAL TASKS													
2.1.2A Focused Level of Service Assessment							52					52	\$11,180
2.1.2B Full Level of Service Assessment							89					89	\$19,135
2.1.2B ODC												0	\$3,000
10% Contingency													\$2,214
TOTAL CONTRACT COST WITH OPTIONAL TASKS AND 10% CONTINGENCY													\$331,051

Note: All work will be performed at a "Not to exceed" contract price, which will become the firm fixed price upon completion of negotiations with the Client. The total budget includes all miscellaneous costs for travel/mileage, reproduction, reimburseables, telephone, postal, delivery, reference materials and incidental expenses. Michael Baker will receive payment on a percentage basis by monthly billing. The Michael Baker project manager reserves the right to make adjustments to staff allocations as necessary within the overall budget.

VII. Project Experience

Michael Baker takes great pride in providing high quality documentation, on time, and on budget, which is proven by our long-standing client relationships.

Michael Baker has the qualifications, experience, and staff to provide quality environmental consulting services for civic projects, including police station and fire station facilities, as well as park/community use facilities projects. The following are recent examples of projects with similar scopes of work.



EAST DIVISION POLICE SUBSTATION | IS/EA

Michael Baker International assisted the City of Long Beach with preparation of CEQA and NEPA documentation for the East Division Police Substation within the City of Long Beach. The proposed project involved the transfer of the existing Schroeder Hall U.S. Army Reserve Center from the Department of the Army to the City of Long Beach under the Federal Base Realignment and Closure Act (BRAC). Upon completion of the property transfer, the City of Long Beach was to relocate its existing East Division Police Substation to the Schroeder Hall site. Michael Baker prepared an Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA through the City of Long Beach. Michael Baker also processed an Environmental Assessment (EA) through the Department of the Army for NEPA compliance. Primary technical issues addressed in the IS/MND included historical resources (due to the age and characteristics of the Schroeder Hall facility), air quality, noise, and traffic.



MAMMOTH LAKES POLICE STATION | IS/MND

Michael Baker prepared the IS/MND for the Mammoth Lakes Police Station for the Town of Mammoth Lakes. The IS/MND consisted of the analysis of several different issue areas. Key issues addressed in the IS/MND include aesthetics, air quality, cultural resources, geology, hydrology, noise, traffic, and utilities. Mitigation measures for the Mammoth Lakes Police Station included an outdoor lighting plan, compliance with the Great Basin Unified Air Pollution Control District, soils report, compliance with the Regional Water Quality Control Board, drainage study, traffic monitoring program, and water supply assessment.



MAMMOTH CREEK PARK WEST NEW COMMUNITY MULTI-USE FACILITIES ENVIRONMENTAL IMPACT REPORT | EIR

Michael Baker International prepared an Initial Study and Environmental Impact Report (EIR) for the proposed Mammoth Creek Park West New Community Multi-Use Facilities. The project consists of constructing new community multi-use facilities at the project site, encompassing a maximum 100-foot by 200-foot ice rink (winter)/recreation/event area (RecZone) covered by an approximately 30,000 square-foot roof structure and additional storage and support space. In addition, the proposed project includes a 13,000 square-foot complementary community center, reconfiguration and improvements to an existing playground to add accessible interactive components, restroom improvements, and 107 additional surface parking spaces. Key environmental analyses included potential noise impacts from proposed recreational activities (including a partially enclosed ice rink) on nearby

residence, potential traffic hazards involving the proposed driveway location, and potential site disturbance of known cultural artifacts.



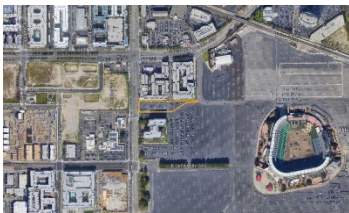
SCOUT HOUSE PROJECT | CLASS 32 CE

Michael Baker is currently assisting the City of Manhattan Beach in preparing a Class 32 Categorical Exemption (CE) Report for the Scout House Project. The project involves the demolition of the existing Scout House building and the construction of a new 8,323 square-foot community center. Key environmental issues included consideration of potential historical concerns with the existing Scout House structure as well as construction-related vibration concerns during construction (due to the proximity of off-site buildings).



MATER DEI HIGH SCHOOL PARKING STRUCTURE | EIR

Michael Baker International assisted the City of Santa Ana with preparation of an EIR for the Mater Dei High School Parking Structure Project. Mater Dei High School intends to construct a new, three-level parking structure adjacent to its existing campus. The EIR included preparation of a detailed traffic impact analysis to determine potential transportation impacts to adjacent uses, which consist primarily of single-family residential neighborhoods. Other primary issues to be analyzed within the EIR include air quality, greenhouse gases, and noise.



PLATINUM TRIANGLE FIRE STATION NO. 12 | ADDENDUM

Michael Baker International assisted the City of Anaheim with preparation of an Addendum to a Program EIR. The proposed project would construct a new Anaheim Fire and Rescue Station and would serve as a first response for emergency services within the Platinum Triangle Expansion area. The proposed fire station would house approximately eight firefighters and include eight dormitory rooms, kitchen, crew bathrooms, and an outdoor patio. Additionally, the new fire station would include three apparatus bays for emergency vehicles, a maintenance area that would include a diesel refueling site, and an emergency power generator that would be capable of carrying full load of all site/station circuits. Key issues addressed within the Addendum include noise, air quality, greenhouse gas emissions, and energy.



13861 BROOKHURST STREET SHOPPING CENTER EXPANSION PROJECT | IS/MND

Michael Baker International assisted the City of Garden Grove with preparation of an IS/MND. The project proposes expansion of the existing on-site shopping center to include approximately 17,600 square feet of new commercial and restaurant uses. One existing on-site structure (an automotive service store) would be demolished to accommodate the proposed uses. Associated parking and drainage improvements, utility connections, landscaping, lighting, and signage improvements would also occur. Key issues of concern included transportation, hazardous building materials; land use/compatibility with surrounding residential uses, and potential noise impacts.

VIII. References

REFERENCE 1

Ricia R. Hager

Director

Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626
rhager@wss-law.com
714.415.1024

Project Reference: Bay Bridge Pump Station and Force Mains EIR, Newport Beach, CA

Services: Michael Baker staff prepared an Environmental Impact Report and associated technical studies, including air quality, greenhouse gas emissions, energy, and noise analyses.

REFERENCE 2

Sandra Moberly, MPA, AICP

Community & Economic Development Director

Town of Mammoth Lakes
P.O. Box 1609
Mammoth Lakes, CA 93546
smoberly@townofmammothlakes.ca.gov
760.965.3633

Project Reference: Mammoth Lakes Police Station IS/MND, Mammoth Lakes, CA

Project Reference: Mammoth Creek Park West New Community Multi-Use Facilities Environmental Impact Report, Mammoth Lakes, CA

Services: Michael Baker staff prepared an Initial Study/Mitigated Negative Declaration and associated technical studies, including air quality, greenhouse gas emissions, energy, and noise analyses.

REFERENCE 3

Tim Cho

Construction Contracts Specialist

City of Anaheim
200. S Anaheim Boulevard, Suite 276
Anaheim, California 92805
tcho@anaheim.net
714.765.4937

Project Reference: Platinum Triangle Fire Station No. 12, Anaheim, CA

Services: Michael Baker staff prepared an Addendum to a Program EIR and associated technical studies, including hazardous materials, air quality, greenhouse gas emissions, energy, and noise analyses.

IX. Insurance

The following is proof of liability insurance pursuant to the City's sample Professional Services Agreement Attachment A.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 08/16/2022			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE NAIC #			
INSURED Michael Baker International, Inc. 100 Airside Drive Moon Township PA 15108 USA		INSURER A: American Guarantee & Liability Ins Co 26247 INSURER B: Allied World Surplus Lines Insurance Co 24319 INSURER C: Zurich American Ins Co 16535 INSURER D: INSURER E: INSURER F:					
COVERAGES CERTIFICATE NUMBER: 570094924119 REVISION NUMBER:							
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <p style="text-align: right;">Limits shown are as requested</p>							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO419728101	08/30/2022	08/30/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 SIR/Deductible \$250,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP4197284-01	08/30/2022	08/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible \$100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			AUC053258204	08/30/2022	08/30/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC419728201 AOS WC419728501 WI	08/30/2022	08/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	E&O-PL-Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2022	08/30/2023	Per Claim \$5,000,000 Aggregate \$5,000,000 SIR/Deductible \$200,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance.							
CERTIFICATE HOLDER Michael Baker International, Inc. 100 Airside Business Park Moon Township PA 15108 USA				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Services Central, Inc.			

Holder Identifier :

Certificate No : 570094924119

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ACORD 25 (2016/03)

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X. Exceptions

Michael Baker has reviewed the sample Professional Services Agreement and would like to request consideration of the following changes to the City's standard contract language.

1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONSULTANT hereunder, unless earlier terminated by CITY as allowed under this Agreement. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with CONSULTANT's proposal which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.

3.4 **Termination.** CITY and CONSULTANT 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. In the event that Consultant materially defaults on its obligations under this Agreement, City shall provide written notice of such default to Consultant and Consultant shall have no less than ten (10) business days to cure such default. Should Consultant fail to cure within the specified time period, City may terminate this Agreement for cause.

4. **Insurance requirements. [pg. 14 last two paragraphs of section]**

For any claims related to this Agreement, CONSULTANT'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 CONSULTANT's insurance and shall not contribute with it.

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

12. **Familiarity with Work.** By executing this Agreement, CONSULTANT ~~warrants~~represents 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~~promptly inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

13. **Time of Essence. Time is of the essence in the performance of this Agreement.**RESERVED

14. **Limitations Upon Subcontracting and Assignment.**

All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT. CITY shall not assign this Agreement in whole or in part without the prior written consent of CONSULTANT.

16. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall ~~defend, and hold harmless~~indemnify CITY and its elective or appointive boards, officers, ~~agents,~~ and employees from ~~any and all third party~~ claims, liabilities, expenses, or direct damages, including reasonable attorneys' fees, for injury or death of any person, or damages ~~of any nature,~~ including interference with use of property, to the extent arising directly out of, ~~or in any way connected with~~ the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT's agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. ~~The only exception to CONSULTANT's responsibility to protect, defend, and hold harmless~~indemnify CITY, does not apply to the extent of the ~~is due to the sole~~ negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

22. **STANDARD OF CARE.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

23. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the CITY agrees to limit CONSULTANT's liability to the CITY and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to CONSULTANT's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of CONSULTANT to all those named shall not exceed \$50,000 or the total fee for CONSULTANT's services rendered in the project, whichever is greater. To the extent that this limitation of liability conflicts with any other provision(s) of this Agreement or any Task Orders associated therewith, said provision(s) shall be considered amended to whatever extent required to make such provision(s) consistent with this provision.

24. **REUSE OF WORK PRODUCT.** Any reuse of CONSULTANT's work product without written verification or adaptation by CONSULTANT will be at the CITY's own risk and without liability or legal exposure to CONSULTANT. The CITY shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT.

25. **WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall either CONSULTANT or the CITY have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

26. **FORCE MAJEURE.** In no event shall either Party have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **MICHAEL BAKER INTERNATIONAL**, herein after referred to as "CONSULTANT".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. XXXX-XX (XXXXXX XX, XXXX).
2. CITY desires to utilize the services of CONSULTANT to prepare California Environmental Quality Act (CEQA) compliance documents for the Civic Center Project.
3. CONSULTANT 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 CONSULTANT hereunder, unless earlier terminated by CITY as allowed under this Agreement. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with CONSULTANT's proposal which is attached as Attachment "A" and is hereby incorporated by reference. CONSULTANT is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONSULTANT 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.** CONSULTANT shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of three-hundred thirty-one thousand fifty-one dollars (\$331,051.00), 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 days of delivery of goods or

completion of performance of services, CONSULTANT 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).

- 3.3 Records of Expenses. CONSULTANT 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. CITY and CONSULTANT 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. In the event that Consultant materially defaults on its obligations under this Agreement, City shall provide written notice of such default to Consultant and Consultant shall have no less than ten (10) business days to cure such default. Should Consultant fail to cure within the specified time period, City may terminate this Agreement for cause.

4. **Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONSULTANT 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 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, CONSULTANT 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. CONSULTANT 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 CONSULTANT. CONSULTANT 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 CONSULTANT. CONSULTANT 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, CONSULTANT'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 CONSULTANT's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

6. **Non-Discrimination.** CONSULTANT 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.
7. **Independent Contractor.** It is agreed to that CONSULTANT 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.
8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONSULTANT 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 CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Conflict of Interest.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
11. **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. (Consultant)
Michael Baker International
Attention: Kristen Bogue
5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707
 - 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
12. **Consultant's Proposal.** This Agreement shall include CONSULTANT'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.

13. **Licenses, Permits, and Fees.** At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
14. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents 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 CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall promptly inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
15. **Reserved.**
16. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT 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 CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT 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 CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT. CITY shall not assign this Agreement in whole or in part without the prior written consent of CONSULTANT.
17. **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.
18. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify CITY and its elective or appointive boards, officers, and employees from third-party claims, liabilities, expenses, or damages of any nature, including reasonable attorneys' fees, for injury or death of any person, or damages, including interference with use of property, to the extent arising directly out of the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT's agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. CONSULTANT's responsibility to indemnify CITY does not apply to the extent of 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 CONSULTANT.

19. **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.
20. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
21. **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.
22. **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.
23. **Standard of Care.** The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.
24. **Limitation of Liability.** To the fullest extent permitted by law, the CITY agrees to limit CONSULTANT's liability to the CITY and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to CONSULTANT's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of CONSULTANT to all those named shall not exceed \$50,000 or the total fee for CONSULTANT's services rendered in the project, whichever is greater. To the extent that this limitation of liability conflicts with any other provision(s) of this Agreement or any Task Orders associated therewith, said provision(s) shall be considered amended to whatever extent required to make such provision(s) consistent with this provision.
25. **Reuse of Work Product.** Any reuse of CONSULTANT's work product without written verification or adaptation by CONSULTANT will be at the CITY's own risk and without liability or legal exposure to CONSULTANT. The CITY shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to

further compensation at rates to be agreed upon by the CITY and CONSULTANT.

26. **Waiver of Consequential Damages.** In no event shall either CONSULTANT or the CITY have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.
27. **Force Majeure.** In no event shall either Party have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

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(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: _____

"CONSULTANT"
MICHAEL BAKER INTERNATIONAL

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Expiration Date: _____

If CONSULTANT 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

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Award a contract for the Civic Center Bridge and Landscape Renovation Project IFB No. S-1302-A to RG General Engineering, Inc. (Cost: \$361,324) (<i>Action Item</i>)		
		Date:	3/28/2023

OBJECTIVE

To request that the City Council award a contract for the Civic Center Bridge and Landscape Renovation Project IFB No. S-1302-A to RG General Engineering, Inc.

BACKGROUND

On February 3, 2023, pursuant to Municipal Code Section 2.50.100, staff solicited bids to rebid the Civic Center Bridge and Landscape Project IFB No. S-1302-A.

The project includes new walkways on both the west and east sides of the Community Meeting Center. These improvements are needed and will also address ADA accessibility, drainage of runoff water from the Community Meeting Center and installation of low maintenance plant material. The improvements will include the following:

- Demolition of areas where previous bridges were located;
- Grading and drainage construction that includes irrigation system repairs and replacement on both sides of the building;
- Paths of travel to be ADA compliant;
- On the west side of the building, a new bridge façade with grouted cobblestone, decomposed granite and low maintenance landscaping; including the removal & planting of new trees, brush and plants; and
- On the east side of the building, the area will be graded and leveled for a new walking path using the same path of travel.

DISCUSSION

On March 6, 2023, nine (9) bids were received and opened by the City Clerk's office

at 11:00 a.m. Staff reviewed the bid documents submitted by the lowest qualified contractor, RG General Engineering, Inc., with a total bid of \$356,386, and the bid alternate item additional cost of \$4,938 for invasive tree removal and replanting, for the project total bid amount of \$361,324. This total bid amount is within the project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

FINANCIAL IMPACT

There is no financial impact to the City's General Fund. This improvement is included in the Community Services Capital Improvement budget and is funded by Park Fee funds.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract for the Civic Center Bridge and Landscape Renovation Project IFB No. S-1302-A, in the amount of \$361,324, to RG General Engineering, Inc.; and
- Authorize the City Manager to execute the agreement on behalf of the City, and make minor modifications as appropriate.

By: Janet Pelayo
Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Construction Agreement - RG General Engineering, Inc.	3/20/2023	Agreement	CONSTRUCTION_AGREEMENT_03.28.23.docx
Plans	3/20/2023	Backup Material	Plans.pdf

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **RG General Engineering, Inc.**, hereinafter referred to as ("CONTRACTOR").

CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **CIVIC CENTER BRIDGE AND LANDSCAPE RENOVATION, CITY IFB NO. S-1302-A.**

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

WHEREAS, CITY has solicited bids for a capital improvement project, hereinafter referred to as "PROJECT," more fully described as CIVIC CENTER BRIDGE AND LANDSCAPE RENOVATION, IFB NO.S-1302-A , in the City of Garden Grove; and

CONTRACTOR has been selected to perform said services,

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. STATEMENT OF WORK ACCEPTANCE OF RISK

CONTRACTOR shall complete and construct the PROJECT pursuant to this Agreement and the Contract Documents (as hereinafter defined) and furnish, at its own cost and expense, all labor, plans, tools, equipment, supplies, transportation, utilities and all other items, services and facilities necessary to complete and construct the PROJECT in a good and workmanlike manner.

CONTRACTOR agrees to fully assume the risk of all loss or damage arising out of the nature of the PROJECT, during its progress or prior to acceptance by CITY, from the action of the elements, from any unforeseen difficulties which may arise or be encountered in the prosecution of work, and for all other risks of any description in connection with the work, including, but not limited to, all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as are herein expressly stipulated to be borne by CITY, and for well and faithfully completing the work within the stipulated time and in the manner shown and described in this Agreement, and in accordance with the requirements of CITY for the compensation set forth in the accepted bid proposal.

2. ACCEPTANCE OF CONDITIONS OF WORK PLANS AND SPECIFICATIONS

CONTRACTOR acknowledges that it is fully familiar with all the terms, conditions and obligations of this Agreement and the Contract Documents (as defined below in this Section), the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Agreement based upon its thorough investigation of all such matters and is relying in no way upon any opinions or representations of CITY.

It is agreed that the Contract Documents are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, shall be bound by the Contract Documents insofar as they relate in part or in any way, directly or indirectly, to the work covered by this Agreement.

"Contract Documents" as defined herein mean and include:

A. This Agreement;

- B. Bonds covering the work herein agreed upon;
- C. The particular Plans, Specifications, Special Provisions and Addenda applicable to the PROJECT. Anything mentioned in the Specifications and not indicated in the Plans or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of a discrepancy between any Plans, Specifications, Special provisions, or Addenda, the matter shall be immediately submitted by CONTRACTOR to the Department of Community Services of CITY (hereinafter referred to as "DCS"), and CONTRACTOR shall not attempt to resolve or adjust the discrepancy without the decision of DCS, save only at its own risk and expense.

Should there be any conflict between the terms of this Agreement and the bid or proposal of CONTRACTOR, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid or proposal which is in conflict herewith.

3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed **Three Hundred and Sixty One Thousand Three Hundred Twenty Four Dollars, \$361,324.00**, as set forth in the Contract Documents, to be paid as provided in this Agreement.

4. COMMENCEMENT OF PROJECT

CONTRACTOR agrees to commence the PROJECT within ten (10) working days after the Notice to Proceed is issued and diligently prosecute the PROJECT to completion within **Ninety (90) working days** from the day the Notice to Proceed is issued by DCS, excluding delays provided for in this Agreement.

5. TIME OF THE ESSENCE

The parties hereto recognize and agree that time is of the essence in the performance of this Agreement and each and every provision of the Contract Documents.

CONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of its work in conformance with the progress schedule set forth in the Contract Documents. CONTRACTOR shall coordinate its work with the work of all other contractors, subcontractors, and CITY forces working on the PROJECT in a manner that will facilitate the efficient completion of the PROJECT and in accordance with the terms and provisions of this Agreement. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which the various portions of the work shall be performed and the priority of the work of other contractors, subcontractors and CITY forces and, in general, all matters concerning the timely and orderly conduct of the work of CONTRACTOR on the premises.

6. CHANGES

CONTRACTOR shall adhere strictly to the plans and specifications set forth in the Contract Documents unless a change therefrom is authorized in writing by DCS. CONTRACTOR agrees to make any and all changes, furnish materials and perform all work necessary within the scope of the PROJECT as DCS may require in writing. Under no condition shall CONTRACTOR make any changes without the prior written order or acceptance of DCS, and CITY shall not pay any extra charges made by CONTRACTOR that have not been agreed upon in writing by DCS.

When directed to change the work, CONTRACTOR shall submit immediately to DCS a written cost proposal reflecting the effect of the change. Should DCS not agree to such cost proposal, the work shall be performed according to the changes ordered in writing by DCS and the proper cost thereof shall be negotiated by the parties upon cost and pricing data submitted by CONTRACTOR; thereupon, CITY will promptly issue an adjusted change order to CONTRACTOR and the Agreement price will be adjusted upward or downward accordingly.

7. NOTICE TO PROCEED

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to CONTRACTOR by CITY. CITY does not warrant that the work will be available on the date the Notice to Proceed is issued. In the event of a delay in commencement of the work due to unavailability of the job site, for any reason, relief to CONTRACTOR shall be limited to a time extension equal to the delay due to such unavailability.

8. BONDS

CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY.

In addition, CONTRACTOR shall submit to CITY a bond in the amount of one hundred percent (100%) of the final Agreement price, including all change orders, to warrant such performance for a period of one (1) year after CITY's acceptance thereof within ten (10) days of filing of the Notice of Completion.

9. WARRANTIES

The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is, and shall be, acting at all times hereunder as an independent contractor and not an employee of CITY. CONTRACTOR shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for

CONTRACTOR and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services performed hereunder.

11. LIQUIDATED DAMAGES/DELAYS

It is agreed by the parties hereto that in case the total work called for hereunder is not in all parts and requirements finished or completed within the number of calendar days as set forth herein, damage will be sustained by CITY; and that it is, and would be, impractical and extremely difficult to ascertain and determine the actual damage which CITY would sustain in the event of and by reason of such delay. It is, therefore, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of **One Thousand Dollars (\$1,000.00)** per each calendar days delay in completing the work in excess of the number of working/calendar days set forth herein, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable damages CITY would sustain in the event of and by reason of such delay; and CONTRACTOR agrees to pay these damages herein provided, and further agrees that CITY may deduct the amount thereof from any monies due or that may become due to CONTRACTOR hereunder.

CONTRACTOR will be granted an extension of time and will not be assessed damages for any portion of the delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not limited to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, unsuitable weather, or delays of subcontractors due to such causes.

CONTRACTOR shall, within fifteen (15) days from the beginning of any such delay (unless DCS shall grant a further period of time), notify DCS in writing of the cause of the delay and CITY shall extend the time for completing the work if, in its judgment, the findings of fact thereon justify the delay; and the decision of DCS shall be conclusive on the parties hereto.

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of CITY, or should CONTRACTOR be delayed by waiting for materials required by this Agreement to be furnished by CITY, or by damage caused by fire or other casualty at the job site for which CONTRACTOR is not responsible, or by the combined action of the workers, in no way caused by or resulting from default or collusion on the part of CONTRACTOR, or in the event of a lockout by CITY, then the time herein fixed for the completion of the work shall be extended by the number of days CONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to CITY within fifteen (15) days of the commencement of such delay.

No claims for additional compensation or damages for delays, irrespective of the cause thereof, and including without limitation the furnishing of materials by CITY or delays by other contractors or subcontractors, will be allowed and an extension of time for completion shall be the sole remedy of CONTRACTOR.

12. DEMANDS FOR ADDITIONAL TIME OR MONEY

A. Definitions.

(1) "Change Order" means a document signed by the CONTRACTOR and CITY which authorizes an addition, deletion or revision in the work, or an adjustment in the Compensation under Section 3, or the Completion Time specified at Section 4.

(2) "Demand" means a written demand for a Change Order by the CONTRACTOR for any of the following:

(a) A time extension;

(b) Payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment of which is not expressly permitted pursuant to Section 3 of this Agreement;

- (c) Payment of an amount the CITY disputes;
- (d) Any disputes and other matters relating to the acceptability of the work performed or the interpretation of the Contract Documents;
- (e) A request for a time extension or additional payment based upon differing site conditions, such as subsurface or latent physical conditions at the job site differing materially from those indicated in this Agreement or the Contract Documents, or unknown physical conditions at the job site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the PROJECT; or
- (f) A request for a time extension or additional payment based upon acts of neglect by CITY or due to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

B. A Demand for a time extension or payment of money or damages may only be granted by a Change Order.

C. No Change Order may be granted except where the Contractor has submitted a Demand to the DCS (or his or her written designee). All Demands shall be submitted promptly, but in no event later than thirty (30) days after the occurrence of the event giving rise to the Demand. The Demand shall be in writing and include all documents necessary to substantiate the Demand. The DCS shall act on the Demand within fifteen (15) days after receipt, including by requesting additional information from the CONTRACTOR to determine whether to approve the Change Order the Demand seeks. The DCS shall act on the Demand within fifteen (15) days after receipt of the additional information or within a period of time no greater than the time the CONTRACTOR took to produce the additional information requested, whichever is greater.

D. Notwithstanding the thirty (30) days to submit a Demand under Subparagraph C, in the case of differing or unknown site conditions, immediately upon encountering the conditions, CONTRACTOR shall notify the DCS in writing of the conditions, so that the CITY may promptly investigate the conditions.

E. If the CONTRACTOR disputes the DCS's written response on the Demand, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the Community Services Director in writing, either within fifteen (15) days of receipt of the Community Services Director's response or within fifteen (15) days of the DCS's failure to respond within the time prescribed, respectively, and request an informal conference to meet and confer for settlement of the Demand. Upon the CONTRACTOR's request, the DCS shall schedule a meet and confer conference within thirty (30) days to seek to resolve.

F. CITY and CONTRACTOR shall execute appropriate Change Orders covering changes to the time or price by executing the Change Order by mutual agreement. If the CITY and CONTRACTOR are unable to reach a mutual agreement, then the City Project Manager shall issue a written decision on the claim within a reasonable time.

G. Following the meet and confer conference, if the Demand remains in dispute, the CONTRACTOR may file a claim with the City as provided in Chapter I (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the time the CONTRACTOR submits his or her Demand until the Demand is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

13. VARIATIONS IN ESTIMATED QUANTITIES

The quantities listed in the bid schedule will not govern final payment. Payment to CONTRACTOR will be made only for the actual quantities of Agreement items used in construction of the PROJECT, in accordance with the plans and specifications. Upon completion of the PROJECT, if the actual quantities used are either more than or less than the quantities listed in the bid schedule, the bid price shall prevail subject to the provisions of this Section. DCS may, at its sole discretion, when

warranted by the facts and circumstances, order an equitable adjustment, upwards or downwards, in payment to CONTRACTOR where the actual quantities used in construction of the PROJECT are in variation to the quantities listed in the bid schedule. No claim by CONTRACTOR for an equitable adjustment in price or time for completion shall be allowed if asserted after final payment under this Agreement. If the quantity variation is such as to cause an increase in the time necessary for completion, DCS shall ascertain the facts and circumstances and make such adjustment for extending the completion date as in its sole judgment the findings warrant. .

14. PROGRESS PAYMENTS

Each month DCS will make an estimate in writing of the work performed by CONTRACTOR and the value thereof. From each progress estimate, five percent (5%) will be deducted and retained by CITY and the remainder of the progress estimate, less the amount of all previous payments since commencement of the work, will be paid to CONTRACTOR.

When CONTRACTOR has, in the judgment of DCS, faithfully executed fifty percent (50%) or more of the value of the work as determined from the bid schedule, and if DCS finds that satisfactory progress has been and is being made, CONTRACTOR may be paid such sum as will bring the payments of each month up to one hundred percent (100%) of the value of the work completed since the commencement of the PROJECT, as determined in its sole discretion by DCS, less all previous payments and less all previous retained amounts.

CITY's final payment to CONTRACTOR, if unencumbered, or any part thereof unencumbered, shall be made thirty (30) days after the acceptance of the work and the filing of a Notice of Completion by CITY. Provided, however, that in the event of a dispute between CITY and CONTRACTOR, CITY may withhold from the final payment an amount not to exceed 150 percent of the value of any disputed amount of work. Payments shall be made on demands drawn in the manner required by law, each payment to be accompanied by a certificate signed by DCS, affirming that the work for which payment is demanded has been performed in accordance with the terms of the Agreement and that the amount stated in the certificate is due under the terms of the Agreement. Partial payments on the contract price shall not be considered as an acceptance of any part of the work.

15. WITHHELD CONTRACT FUNDS SUBSTITUTION OF SECURITIES

At the request and at the sole cost and expense of CONTRACTOR, who shall retain beneficial ownership and receive interest, if any thereon, CITY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by CITY to ensure performance under the terms of this Agreement.

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

After the completion of the work contemplated by this Agreement, CONTRACTOR shall file with DCS its affidavit stating that all workers and persons employed, all firms supplying materials and all subcontractors working upon the PROJECT have been paid in full and that there are no claims outstanding against the PROJECT for either labor or material, except certain items, if any, to be set forth in CONTRACTOR's affidavit covering disputed claims, or items in connection with Notices to Withhold, which have been filed under the provisions of the statutes of the State of California.

17. WAIVER OF CLAIMS

The acceptance by CONTRACTOR of the payment of the final certificate shall constitute a waiver of all claims against CITY under or arising out of this Agreement.

18. RISK AND INDEMNIFICATION

All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the active negligence or willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

19. INSURANCE

19.1 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 to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

19.2 CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

19.3 CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

19.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's 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 (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 2010, CG 2026, CG 20 33, or CG 20 38; **and** CG 2037) that conform to CITY's requirements, as approved by the CITY. (**Claims made and modified occurrence**

policies are not acceptable; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance, as approved by the CITY. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

19.5 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Professional Liability	Not less than \$1,000,000 per occurrence for errors and omissions.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

20. CALIFORNIA PREVAILING WAGE LAW AND FEDERAL DAVIS-BACON ACT.

A. General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

B. Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770 1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

C. Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

D. Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one

E. Calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

F. Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and cancelled checks for labors, every two weeks to the Project Manager. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply. Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

G. Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

H. Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

I. Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

21. TERMINATION

This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

Upon receipt of a termination action, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

Upon termination, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

22. DISPOSITION OF PLANS ESTIMATES AND OTHER DOCUMENTS

CONTRACTOR agrees that upon completion of the work to be performed hereunder, or upon expiration or earlier termination of this Agreement, all original plans, specifications, drawings, reports, calculations, maps and other documents pertaining to this Agreement shall be delivered to CITY and become its sole property at no further cost.

23. NONASSIGNABILITY

CONTRACTOR shall not sell, assign, transfer, convey or encumber this Agreement, or any part hereof, or any right or duty created herein, without the prior written consent of CITY and the surety.

24. CITY EMPLOYEES AND OFFICIALS

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

25. STOP NOTICES• RECOVERY OF ADMINISTRATIVE COSTS

CITY shall be entitled to all reasonable administrative costs and necessary disbursements arising out of the processing of Stop Notices, Notices to Withhold, or any similar legal document. This obligation shall be provided for in the labor and materials payment bond required of CONTRACTOR. CITY may charge an administrative fee of One Hundred Dollars (\$100) for every Stop Notice filed in excess of two (2), regardless of whether or not CITY is named in an action to enforce such stop notices. CITY may set off any unreimbursed cost or expense so incurred against any sum or sums owed by CITY to CONTRACTOR under this Agreement.

26. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONTRACTOR, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

City of Garden Grove
ATTN: Janet Pelayo
11222 Acacia Parkway
Garden Grove, CA 92840
(714) 741-5200 Phone
(714) 741-5579 Fax

TO CONTRACTOR:

RG General Engineering, Inc.
ATTN: Richard Gonzales
3594 Bluff Street
Norco, CA 92860
(951) 963-4268
richard@rginc.net

27. SECTION HEADINGS

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

28. IMMIGRATION

CONTRACTOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the Immigration Reform and Control Act of 1978 (8 USC Section 1324a) regarding employment verification.

29. ATTORNEY'S FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

30. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

31. GOVERNING LAW

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

32. DUPLICATE ORIGINAL

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

33. CONSENT

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

34. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

CONTRACTOR agrees to comply with all requirements and utilize fair employment practices in accordance with California Government Code Sections 12900 et seq.

35. SIGNATORIES

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

36. ENTIRETY

The foregoing set forth the entire Agreement between the parties. No waiver or modification of this Agreement shall be valid unless in writing duly executed by both parties. .

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement.

FAITHFUL PERFORMANCE BOND

Bond No. _____
Premium _____

NOTICE: TO WHOM IT MAY CONCERN: those we, _____,
_____,
as Principal, and _____
as Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum of _____

Lawful money of the United States, for the payment of which we bind heirs, our executors,
administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at _____,
telephone no. _____; the Surety is licensed to do business in the State of California; and the
California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: _____

Address: _____

Telephone No.: _____

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a
party to the transaction:

Name of non-resident agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has agreed entered into a contract attached hereto, dated the _____ day of _____, 2023 with the CITY OF GARDEN GROVE for **CIVIC CENTER BRIDGE AND LANDSCAPE RENOVATION, IFB NO. S-1302-A.**
2. If the Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of the contract to be performed by the Principal, as set forth in the contract, then this bond shall be null and void; otherwise, it shall remain in full force and effect. In the event that suit is instituted to recover on this bond, the Surety will pay reasonable attorneys' fees.
3. Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents or of work performed shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

FAITHFUL PERFORMANCE BOND (Continues)

Executed this ____ day of _____, 20____

Principal

Principal

By: _____
Surety

By: _____
Attorney-in-Fact

California Resident Agent

By: _____
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On this ____ day of _____, 20____, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the Attorney-in-Fact of the _____, of
(Corporation)

_____, and acknowledged that it executed the attached bond to the
(State)

City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

Notary Public in and for said County and State
My Commission expires: _____

LABOR AND MATERIAL BOND

Bond No. _____
Premium _____

NOTICE: TO WHOM IT MAY CONCERN: those we, _____

_____,
as Principal, and _____, as Surety,
are held and firmly bound unto the City of Garden Grove, California ("CITY") in the sum of _____
Dollars (\$_____), lawful money of the United States,
for the payment of the sum, we bind heirs, our executors, administrators, successors, and ourselves
jointly and severally.

That the Surety's office is located at _____,
_____ telephone no. _____; the Surety is licensed to do business in the
State of California; and the California Insurance Agent's License No., address, and telephone no. are as
follows:

License No.: _____

Address: _____

Telephone No.: _____

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a
party to the transaction:

Name of non-resident agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated _____ day of _____, 2023, with the CITY OF GARDEN GROVE for **CIVIC CENTER BRIDGE AND LANDSCAPE RENOVATION, CITY PROJECT NO.S-1302-A**
2. If the Principal, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements, or machinery used in, upon, for, or about, the performance of the improvement, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, and provided that the claimant shall have complied with the provision of the code, the Surety or Sureties will pay for same in the amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees.
3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of work performed, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

4. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to the claims under Civil Code 3181 et seq., so as to give a right of action to them or their assignees in any suit brought upon this bond.

Principal	Principal
By: _____	Surety
By: _____	Attorney-in-Fact
By: _____	California Resident Agent
By: _____	Non-resident Agent - Attorney-in-Fact

City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

Notary Public in and for said County and State
My Commission expires:_____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____
whose address is _____,
hereinafter called "owner", _____,
whose address is _____,
hereinafter called "contractor", _____,
and _____, whose address
is _____,
hereinafter called "escrow agent."

For the consideration hereinafter set forth, the owner, contractor, and escrow agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, the contractor has the option to deposit securities with the escrow agent as a substitute for retention earnings required to be withheld by the owner pursuant to the construction contract entered into between the owner and contractor for _____ in the amount of _____

dated _____ (hereafter referred to as the "contract"). Alternatively, on written request of the contractor, the owner shall make payments of the retention earnings directly to the escrow agent. When the contractor deposits the securities as a substitute for the contract earnings, the escrow agent shall notify the owner within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the contract between the owner and contractor. Securities shall be held in the name of the, _____ and _____ shall designate the contractor as the beneficial owner.

(2) The owner shall make progress payments to the contractor for those funds which otherwise would be withheld from progress payments pursuant to the contract provision, provided that the escrow agent holds securities in the form and amount specified above.

(3) When the owner makes payment of retentions earned directly to the escrow agent, the escrow agent shall hold them for the benefit of the contractor until such time as the escrow created under this contract is terminated. The contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the owner pays the escrow agent directly.

(4) The contractor shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account. These expenses and payment terms shall be determined by the contractor and escrow agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest on the interest shall be the sole account of contractor and shall be subject to withdrawal by contractor at any time and from time to time without notice to the owner.

(6) The contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to the escrow agent accompanied by written authorization from the owner to the escrow agent that the owner consents to the withdrawal of the amount sought to be withdrawn by contractor.

(7) The owner shall have a right to draw upon the securities in the event of default by the contractor. Upon two days' written notice to the escrow agent from the owner of the default, the escrow agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the owner.

(8) Upon receipt of written notification from the owner certifying that the contract is final and complete, and that the contractor has complied with all requirements and procedures applicable to the contract, the escrow agent shall release to the contractor all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

(9) The escrow agent shall rely on the written notifications from the owner and the contractor pursuant to Sections (1) to (8), inclusive, of this agreement and the owner and contractor shall hold the escrow agent harmless from the escrow agent's release, conversion, and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the owner and on behalf of the contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the owner:

On behalf of the contractor:

On behalf of the owner:
Title

On behalf of the contractor:
Title

Name

Name

Signature

Signature

Address

Address

On behalf of the escrow agent:
Title _____

Title _____

Name

Name

Signature

Signature

Address

Address

At the time the escrow account is opened, the owner and contractor shall deliver to the escrow agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner/Contractor _____

Dated: _____

Title/Title _____

Approved as to Form _____

City Attorney

NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM (NPDES) NOTES

1. IN CASE OF EMERGENCY CALL _____
AT WORK PHONE NUMBER _____
OR HOME PHONE NUMBER _____

2. SEDIMENT FROM AREA DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RETAINED ON SITE USING AN EFFECTIVE COMBINATION OF EROSION AND SEDIMENT CONTROLS, TO INCLUDE STRUCTURAL AND NON-STRUCTURAL BEST MANAGEMENT PRACTICES (BMPs) TO MAXIMIZE EXTENT PRACTICABLE

3. STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT TO THE STREET DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, TRACKING OR WIND.

4. ALL CONTRACTORS AND SUB-CONTRACTORS SHALL BE MADE AWARE OF BMPs FOR CONSTRUCTION SITE AND STAGING AREAS.

5. AT THE END OF EACH WORKING DAY ALL CONSTRUCTION DEBRIS AND WASTER MATERIALS SHALL BE COLLECTED AND PROPERLY DISPOSED IN TRASH RECYCLE BINS AND REMOVED OFFSITE.

6. THE CONSTRUCTION SITE SHALL BE MAINTAINED WITH BMPs IN PLACE FOR ALL STORM EVENTS AND ANTICIPATED STORM EVENTS. THIS WILL INSURE CONSTRUCTION RELATED POLLUTANTS DO NOT TRAVEL OFF SITE.

7. EQUIPMENT AND WORKERS SHALL BE MADE AVAILABLE FOR EMERGENCIES DURING RAIN OR WIND EVENTS. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCK PILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID DEPLOYMENT AND CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT

8. ALL EROSION CONTROL DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5 DAY FORECAST PROBABILITY OF RAIN IS 40%

9. ALL NON-STORM WATER DISCHARGES MUST BE IN ACCORDANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND ORDINANCES. DISCHARGES OF NON-STORM WATER CAN NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE, OR CONTAIN A HAZARDOUS SUBSTANCE IN THE QUANTITY REPORTABLE UNDER 40 CFR 117 AND 302.

10. POTENTIAL POLLUTANTS INCLUDE BUT NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS, WASTES FROM PAINT, STAINS, SEALANTS, PESTICIDES, HERBICIDES, LUBRICANTS, HYDRAULIC, BATTERY OR RADIATOR FLUIDS, VEHICLE AND EQUIPMENT WASH WATER, ENGINE AND EQUIPMENT STEAM CLEANING WATER, CHEMICAL DEGREASERS AND CONCRETE WASH WATER, TRASH DEBRIS AND FLOATING WASTES.

11.DISPOSAL OF HAZARDOUS WASTES SHALL BE SPECIFIED ON SITE, IN SEALED CONTAINERS, STORED IN SECONDARY CONTAINED AREAS AND PROTECTED FROM STORM WATER, WASTES AND TO BE DISPOSED IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.

12. DEWATERING OF CONTAMINATED GROUND WATER OR DISCHARGE OF CONTAMINATED SOIL IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUND WATER REQUIRES A NPDES PERMIT.

13. CONSTRUCTION SITE PERIMETERS MUST BE GRADED TO DRAIN AWAY FROM THE FACE OF CURB, BUILDING AND SIDEWALKS AT THE END OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARDS LOW POINT AREA AND PIPE INLET DRAINS.

14. EROSION CONTROLS SHALL BE INSPECTED TO INSURE THAT ALL BMPs ARE IMPLEMENTED IN ACCORDANCE WITH APPROVED PLANS

15. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDMENT OF WATER CREATES A HAZARDOUS CONDITION.

GENERAL NOTES

GENERAL CONDITIONS

1. ALL WORK SHALL CONFORM TO THE CITY OF GARDEN GROVE STANDARD PLANS AND SPECIFICATIONS, AS WELL AS THE "GREENBOOK" STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.

2. COMPACTION TESTING OF THE NATIVE SOIL MATERIAL, AGGREGATE BASE AND CONCRETE BASE SHALL BE COMPACTED TO 90% IN LONGITUDINAL AND TRANSVERSE TRENCHES. ALL COMPACTED FILLED TRENCHES SHALL BE APPROVED BY THE CITY REPRESENTATIVE PRIOR TO NEXT STAGE OF WORK.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITY LINES, UTILITY BOXES AND INFRASTRUCTURE AND SHALL BEAR THE EXPENSE FOR REPAIR AND / OR REPLACEMENT "IN KIND" TO ALL UTILITIES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL HARDSCAPE AND SOFTSCAPE AND SHALL BEAR THE EXPENSE FOR REPLACEMENT "IN KIND" TO ALL EXISTING SAID FACILITIES.CONTRACT CITY REPRESENTATIVE 48 HOURS PRIOR TO EXCAVATION ON THE PROJECT SITE.

5. ALL EXISTING AND NEW CONCRETE SIDEWALK PAVING WITHIN SCOPE OF WORK AREAS SHALL BE CLEANED BY MEANS OF HIGH PRESSURE WASHING PRIOR TO ACCEPTANCE BY THE CITY REPRESENTATIVE.

6. CONTRACTOR SHALL SUBMIT A CERTIFICATE OF INSURANCE FOR WORKER'S COMPENSATION, GENERAL LIABILITY AND AUTOMOBILE LIABILITY. GENERAL LIABILITY AND AUTOMOBILE LIABILITY SHALL EACH BE IN THE AMOUNT PER CITY OF GARDEN GROVE REQUEST AND THE GENERAL LIABILITY MUST INCLUDE AN ENDORSEMENT DESIGNATING THE CITY OF GARDEN GROVE AS ADDITIONAL INSURED.

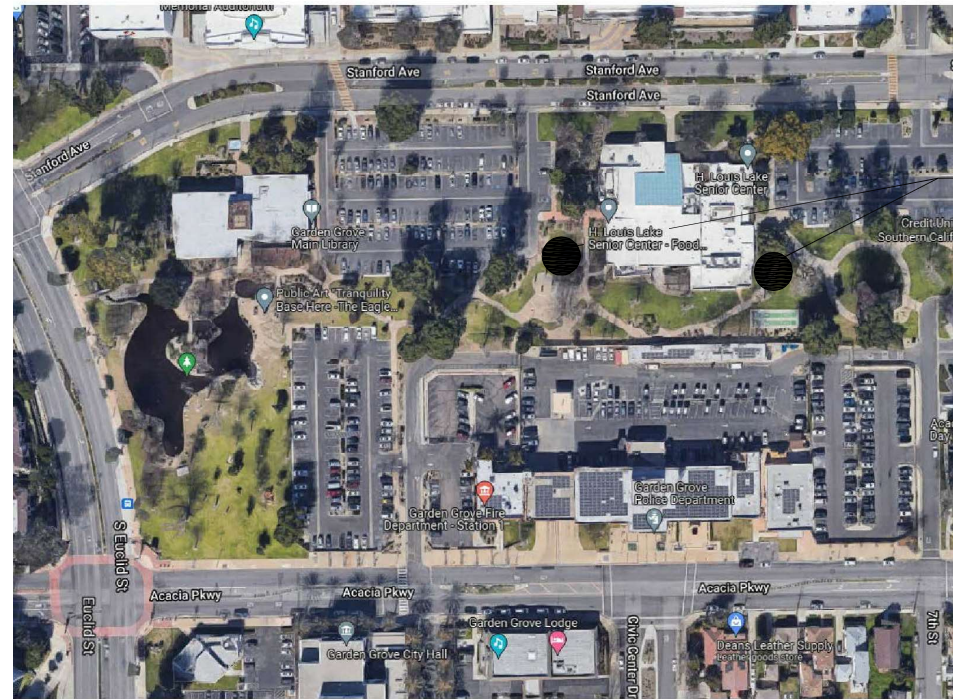
ATTENTION

All utilities shown in this plan are based on available records. It shall be the sole responsibility of the contractor to verify existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.

FOR UNDERGROUND SERVICE ALERT CALL:
1-800-422-4133

CITY OF GARDEN GROVE
COMMUNITY MEETING CENTER & COUNCIL CHAMBER
BRIDGE & LANDSCAPE RENOVATION PROJECT
13100 STANFORD AVENUE GARDEN GROVE, CA. 92840

PROJECT SCOPE OF WORK CONSIST OF:
DEMOLITION, GRADING AND DRAINAGE CONSTRUCTION,IRRIGATION AND
PLANTING ON THE WEST AND EAST SIDES OF THE COMMUNITY MEETING
CENTER & COUNCIL CHAMBER BUILDING



VICINITY MAP
NOT TO SCALE

NOTES TO THE CONTRACTOR

1. THE CONTRACTOR IS REQUIRED TO PULL ALL PERMITS FROM BUILDING AND SAFETY. THE CITY WILL PAY FOR THE COSTS OF THE PERMITS.

2. THE CONTRACTOR SHALL SUBMIT (6) COPIES OF ALL SUBMITTALS AND SHOP DRAWINGS TO THE CITY FOR APPROVAL WITHIN TEN WORKING DAYS FOLLOWING THE AWARD OF CONTRACT.

3. THE CONTRACTOR SHALL ORDER AND SCHEDULE THE DELIVERY OF ALL MATERIAL AND EQUIPMENT TO INSURE THAT THERE ARE NO DELAYS OR PERIODS OF INACTIVITY DURING THE CONSTRUCTION PHASE.

4. A TEMPORARY 6' HIGH CHAIN LINK FENCE WITH GREEN WIND SCREEN SHALL BE INSTALLED AROUND THE PERIMETER OF THE PROJECT SITE. THE COST FOR THE FENCE AND SCREEN SHALL BE DISTRIBUTED AMONG THE VARIOUS BID ITEMS AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

5. ALL EXISTING AND NEW CONCRETE SIDEWALK PAVING WITHIN SCOPE OF WORK AREAS SHALL BE CLEANED BY MEANS OF HIGH PRESSURE WASHING PRIOR TO ACCEPTANCE BY THE CITY REPRESENTATIVE.

6. THE COLORED CONCRETE PAVING ON THE BRIDGE IS A SPECIALTY ITEM. THE BOMANITE MANUFACTURER IMPRINT STAMP TOOL IDENTIFIED ON THE PLANS SHALL BE PROVIDED TO DO THE WORK AND NO SUBSTITUTIONS WILL BE ALLOWED.

7. CONTRACTOR IS RESPONSIBLE AND SHALL NOTIFY UNDERGROUND UTILITIES AT (800)-422-3133 TO IDENTIFY AND LABEL MARK ALL ABOVE AND BELOW GROUND UTILITIES WITHIN THE PROJECT SCOPE AREAS. PRIOR TO FINAL PROJECT ACCEPTANCE BY THE CITY REPRESENTATIVE CONTRACTOR SHALL REMOVE ALL SPRAY PAINTED MARKINGS WITH HIGH PRESSURE WASHING.

8. IF ANY UTILITIES ARE FOUND WITHIN THE SCOPE OF WORK AREA CONTRACTOR TO POTHOLE BY HAND AND LOCATE ALL LINES BEFORE PROCEEDING. CITY REPRESENTATIVE SHALL NOTIFIED IMMEDIATELY. THE COST FOR DOING THIS SHALL BE DISTRIBUTED AMONG THE VARIOUS BID ITEMS AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

9. TO ENSURE PROPER BONDING, THE NSR LEDGE STONE PANELS AND PRECAST CONCRETE PEDESTAL CAPS MUST BE THOROUGHLY WASHED AND RINSED OFF WITH CLEAN WATER BEFORE APPLYING THE MORTAR, SEALER AND ANTI GRAFFITI PRODUCTS .

SHEET INDEX

DESCRIPTION	SHEET NUMBER
LANDSCAPE	
TITLE SHEET	L - 0
TOPOGRAPHIC SURVEY	L-0.0
DEMOLITION PLAN	L - 1 & L-2
DRAINAGE PLAN	L - 3 & L-4
CONSTRUCTION PLAN	
MATERIALS & LAYOUT PLAN	L - 5 & L-6
IRRIGATION PLAN	L - 7 & L-8
PLANTING PLAN	L - 9
CONSTRUCTION DETAILS	LD - 1.1, LD1.2 & LD-2
IRRIGATION DETAILS	ID-1
PLANTING DETAILS	PD-1
PLANTING IMAGERY	PD-2
STRUCTURAL	
STRUCTURAL NOTES	SN
BRIDGE PLAN	S-1
BRIDGE DETAILS	SD-1
SPECIFICATIONS ARE IN 8 1/2" X 11" BOOKLET FORM	

UTILITY	CONTACT PERSON	PHONE NO.
SOUTHERN CALIFORNIA EDISON	CECILIA CAMPOS	(714)-973-5445
THE GAS COMPANY	DON AMADOR	(714)-634-3039
AT&T	YVETTE GARAFANO	(714)-666-5692
O.C.TA.	MARK SELLINGER	(714)-530-6060
TIME WARNER COMMUNICATIONS	JOHN LO	(714)-903-8213
COUNTY SANITATION DISTRICT OF O.C.	WENDY ALLISON	(714)-593-7880
VERIZON	LEO ESTOYU	(714)-357-6748
CHEVRON PIP LINE COMPANY	AL SUPER	(310)-669-4014
CRIMSON PIPE LINE	DAN COBURN	(562)-285-4156



RMA INTERNATIONAL
LANDSCAPE ARCHITECTURE & PLANNING
315 3 RD STREET SUITE A
HUNTINGTON BEACH, CA 92648
P (562) 618-9119 EMAIL: rmalandscape@gmail.com

NO.	REVISIONS	APPR.	DATE
CITY OF GARDEN GROVE BRIDGE AND LANDSCAPE RENOVATION PROJECT CIVIC CENTER BUILDING			
TITLE SHEET			
APPROVED:			
CITY ENGINEER	RCE NO.	DATE	
RECOMMENDED:			
CIP ENGINEER	RCE NO.	DATE	
SUBMITTED:			
ROBERT MCMAHON	CA # 3463		
PROJECT LANDSCAPE ARCHITECT	RCE NO.	DATE	
DRAWN BY:	DATE		
RJM	03-21-22	SHT _____ OF _____ SHTS	
L-0			

TOPOGRAPHICAL SURVEY

13100 STANFORD ROAD GARDEN GROVE CA

APN: 090-154-58

FD 58M LAMPSON AVE
S 89°47'30" E 662.07' MON.
N:2232126.29
E:6049812.07
98.57
N:2232123.88
E:6050474.14

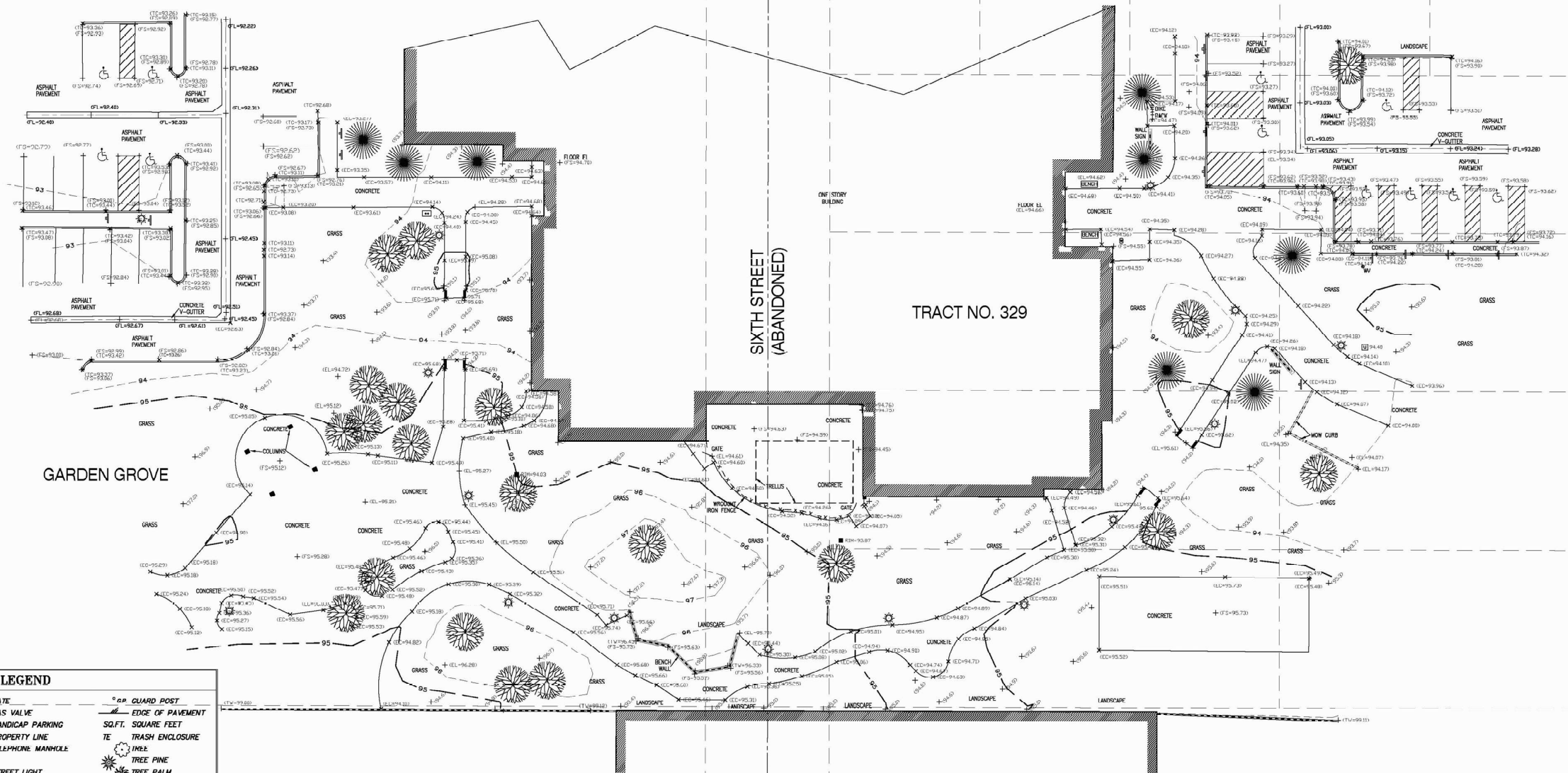
TRACT NO. 329

N 09°51'16" W 662.06'

STANFORD AVENUE

N:2230766.79
E:6049748.26
(EL.=93.47)

N:2230768.49
E:6049831.36
(EL.=93.47)



GARDEN GROVE

TRACT NO. 329

SIXTH STREET
(ABANDONED)

GRAPHIC SCALE
20' 0' 10' 20'
FEET

LEGEND

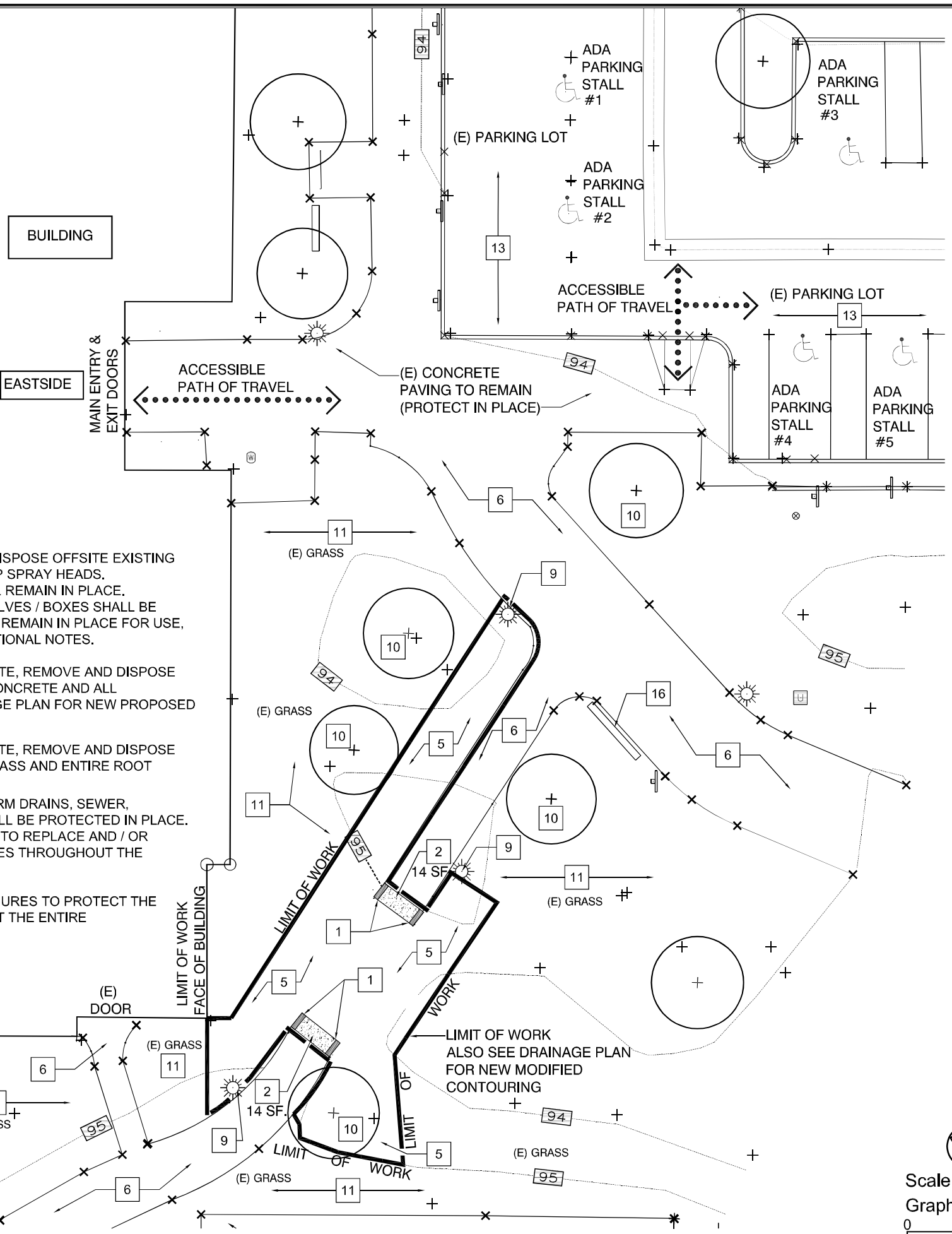
A.P. ANGLE POINT	C.G. CATCH BASIN	CL. CENTER LINE	CL. CHAIN LINK FENCE	CP. CONCRETE PAVEMENT	FM. FOUND MONUMENT	DI. DRAIN INLET	EP. ELECTRIC PULL BOX	EC. ELECTRIC CABINET	GM. GAS METER	NG. NATURAL GROUND	XXX. GROUND ELEVATION
AP. ANGLE POINT	CB. CATCH BASIN	CL. CENTER LINE	CL. CHAIN LINK FENCE	CP. CONCRETE PAVEMENT	FM. FOUND MONUMENT	DI. DRAIN INLET	EP. ELECTRIC PULL BOX	EC. ELECTRIC CABINET	GM. GAS METER	NG. NATURAL GROUND	XXX. GROUND ELEVATION
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RAY R. ZEOLLARI
LS # 8346
EXPIRATION DATE: 12/31/2021



BENCH MARK
ORANGE COUNTY SURVEY BENCHMARK GG-127
FOUND 2 3/4" BRONZE CITY OF GARDEN GROVE BENCHMARK DISK, SET IN CONCRETE 0.1 FT
BELOW FINISHED SURFACE. MONUMENT IS LOCATED IN THE NORTHEAST CORNER OF THE
INTERSECTION OF LAMPSON AVE. AND NINTH ST. 24 FT., EAST OF THE B.C.R. AND 1.7 FT.
NORTH OF THE CURB FACE.
BENCH MARK
SURVEYOR'S NOTE
THIS IS NOT A BOUNDARY SURVEY. BOUNDARY SHOWN HEREIN IS
COMPILED FROM FOUND MONUMENTS AND AVAILABLE PUBLIC RECORDS.

DELTA
SURVEYING AND MAPPING
39305 SALINAS DRIVE MURRIETA CA 92563
Phone: 951-764-0198 Fax: 951-816-3235
JOB NO. 21233
DATE: 09/13/2021 SHEET 1 OF 1



- NOTES:
1. CONTRACTOR SHALL REMOVE AND DISPOSE OFFSITE EXISTING IRRIGATION LATERAL LINES AND POPUP SPRAY HEADS. EXISTING 2" DIAMETER MAINLINE SHALL REMAIN IN PLACE. EXISTING INLINE REMOTE CONTROL VALVES / BOXES SHALL BE MODIFIED. WIRING FOR VALVES SHALL REMAIN IN PLACE FOR USE. REFER TO IRRIGATION PLAN FOR ADDITIONAL NOTES.
 2. CONTRACTOR SHALL CLEAR EXCAVATE, REMOVE AND DISPOSE EXISTING SOIL, GRAVEL, BOULDERS, CONCRETE AND ALL OBSTRUCTIONS OFFSITE. SEE DRAINAGE PLAN FOR NEW PROPOSED GRADE ELEVATIONS.
 3. CONTRACTOR SHALL CLEAR EXCAVATE, REMOVE AND DISPOSE OFFSITE EXISTING TREES, SHRUBS, GRASS AND ENTIRE ROOT SYSTEMS
 4. ALL EXISTING POTABLE WATER, STORM DRAINS, SEWER, ELECTRICAL UTILITIES AND BOXES SHALL BE PROTECTED IN PLACE. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE AND / OR REPAIR "IN KIND" ALL DAMAGED UTILITIES THROUGHOUT THE CONSTRUCTION PERIOD.
 5. CONTRACTOR SHALL TAKE ALL MEASURES TO PROTECT THE BUILDING GLASS PANELS THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD

DEMOLITION NOTES

- 1 REMOVE AND DISPOSE OFFSITE EXISTING (4) FOUR CONCRETE BRIDGE PEDESTALS AND CONCRETE ABUTMENTS WITH FOOTINGS. SAWCUT AND REMOVE TO NEAREST CONTROL JOINT. (EASTSIDE ONLY)
- 2 REMOVE AND DISPOSE OFFSITE EXISTING CONCRETE PAVING AND FAUX ROCK BOULDERS
- 3 REMOVE AND DISPOSE OFFSITE EXISTING (2)TWO (LQ)- LIQUIDAMBER TREES AND ENTIRE ROOT SYSTEMS
- 3A BID ALTERNATE: REMOVE AND DISPOSE EXISTING (6) SIX (LQ)- LIQUIDAMBER TREES AND ENTIRE ROOT SYSTEMS
- 4 REMOVE AND DISPOSE OFFSITE EXISTING SHRUB PLANTINGS AND ENTIRE ROOT SYSTEMS AND EXISTING PLASTIC MOW CURB EDGING.
- 5 REMOVE AND AND DISPOSE OFFSITE EXISTING GRASS AND ROOT SYSTEMS AND GRAVEL ROCKS.
- 6 EXISTING CONCRETE PAVING TO REMAIN. PROTECT IN PLACE.
- 7 EXISTING BOULDERS SALVAGE FOR USE TO BE RELOCATED IN FIELD BY LANDSCAPE ARCHITECT
- 8 EXISTING (4) FOUR CONCRETE BRIDGE PEDESTALS, TO REMAIN, PROTECT IN PLACE FOR USE. (WESTSIDE ONLY)
- 9 EXISTING LIGHT POLE FIXTURE AND ELECTRICAL JUNCTION BOX TO REMAIN, PROTECT IN PLACE.
- 10 EXISTING TREE TO REMAIN, PROTECT IN PLACE
- 11 EXISTING GRASS & PLANTING AREA TO REMAIN. PROTECT IN PLACE.
- 11A EXISTING (1) REDBUD TREE AND AGAPANTHUS SHRUBS TO BE SAVED AND SALVAGED FOR USE. SEE PLANTING PLAN.
- 12 EXISTING CONCRETE CURB. PROTECT IN PLACE.
- 13 EXISTING ASPHALT PAVING TO REMAIN, PROTECT IN PLACE.
- 14 EXISTING UNDERGROUND ELECTRICAL UTILITY BOX TO REMAIN, PROTECT IN PLACE.
- 15 EXISTING IRRIGATION IN GROUND REMOTE CONTROL VALVE BOX TO BE MODIFIED SEE IRRIGATION PLAN.
- 16 EXISTING SIGNAGE TO REMAIN, PROTECT IN PLACE.
- 17 EXISTING TRASH RECEPTACLE AND POTTERY, SAVAGE FOR USE
- 18 EXISTING SEAT BENCH, PROTECT AND SALVAGE FOR USE

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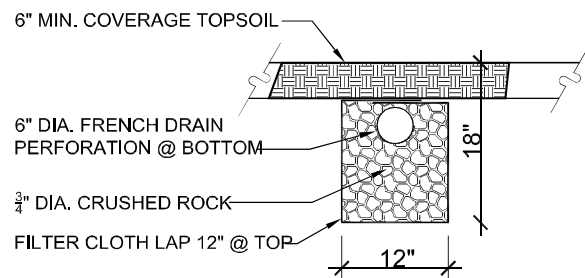
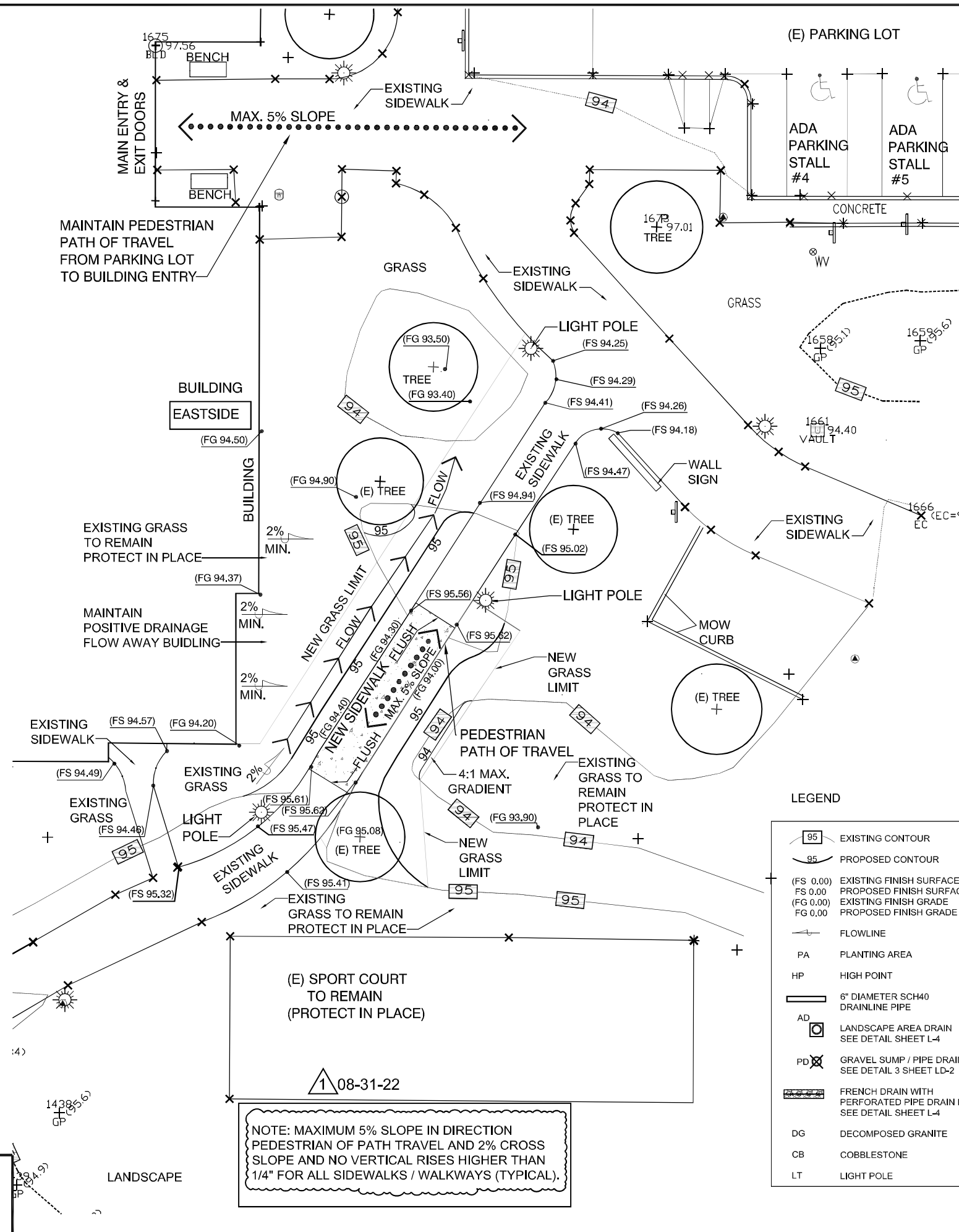
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Graphic Scale
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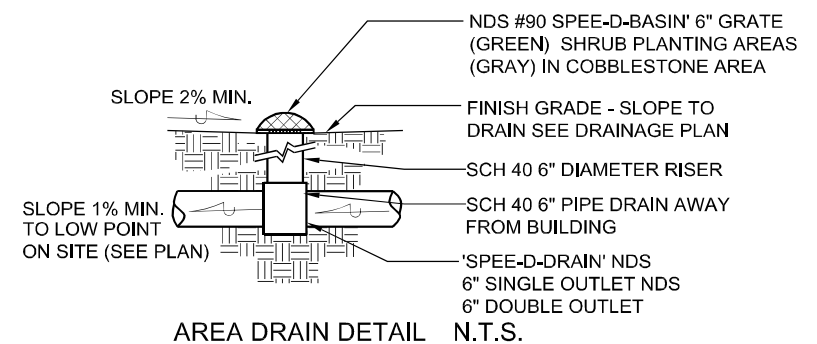
REVISIONS			
NO	REVISIONS	APPR	DATE

CITY OF GARDEN GROVE			
BRIDGE AND LANDSCAPE RENOVATION PROJECT CIVIC CENTER BUILDING			
DEMOLITION PLAN			
APPROVED:			
CITY ENGINEER	RCE NO.	DATE	
RECOMMENDED:			
CEP ENGINEER	RCE NO.	DATE	
SUBMITTED:			
ROBERT MCMAHON	CA # 3463	DATE	
DRAWN BY:			
RJM	DATE: 02-06-22	SHEET OF 6	





FRENCH DRAIN AND PERFORATED PIPE DETAIL N.T.S.



AREA DRAIN DETAIL N.T.S.

LEGEND

- 95 EXISTING CONTOUR
- 95 PROPOSED CONTOUR
- (FS 0.00) EXISTING FINISH SURFACE
- FS 0.00 PROPOSED FINISH SURFACE
- (FG 0.00) EXISTING FINISH GRADE
- FG 0.00 PROPOSED FINISH GRADE
- FLOWLINE
- PA PLANTING AREA
- HP HIGH POINT
- 6" DIAMETER SCH40 DRAINLINE PIPE
- AD LANDSCAPE AREA DRAIN SEE DETAIL SHEET L-4
- PD GRAVEL SUMP / PIPE DRAIN SEE DETAIL 3 SHEET LD-2
- FRENCH DRAIN WITH PERFORATED PIPE DRAIN LINE SEE DETAIL SHEET L-4
- DG DECOMPOSED GRANITE
- CB COBBLESTONE
- LT LIGHT POLE

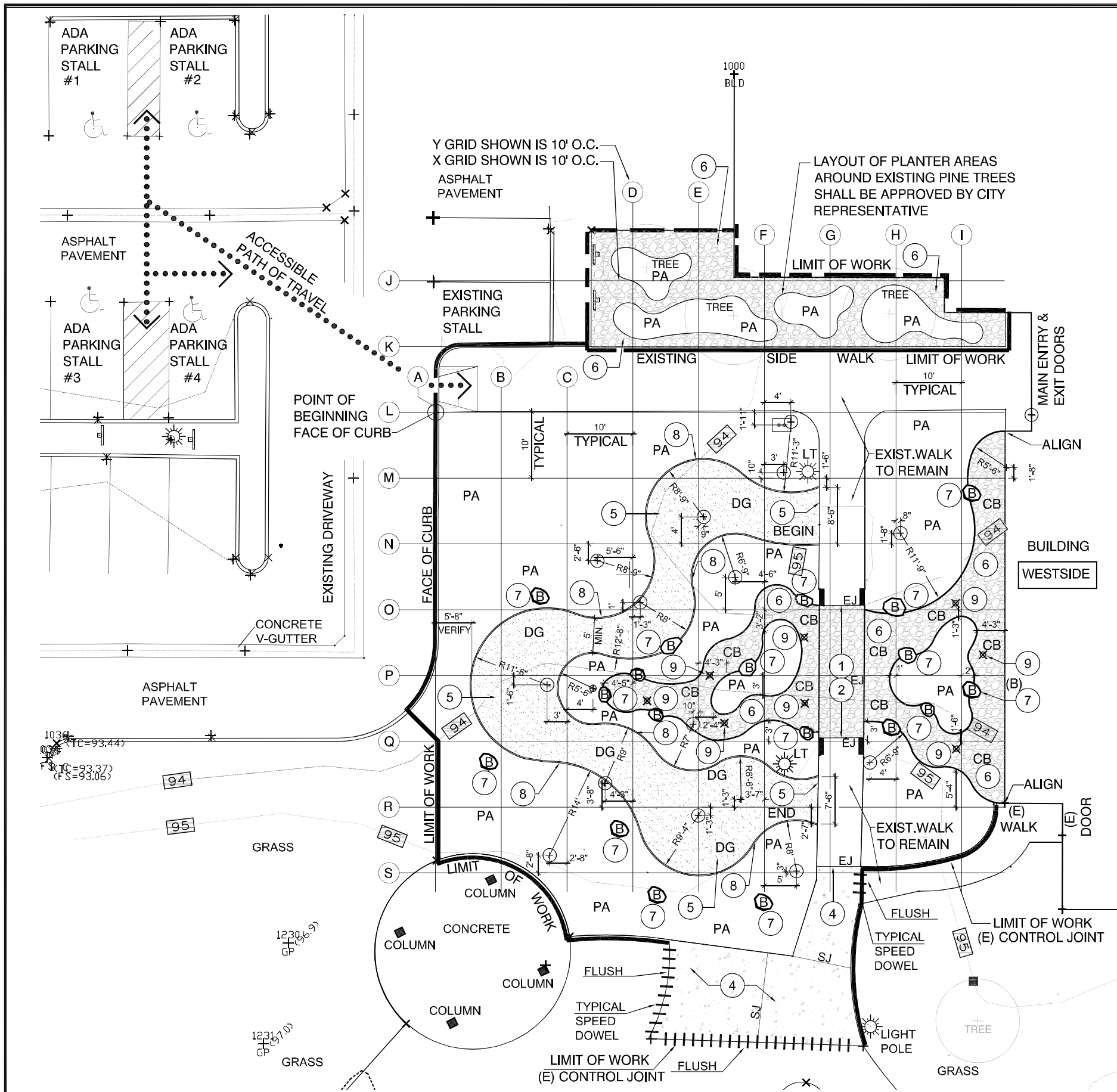


Scale 1/8"=1'-0"
Graphic Scale
0 8' 16'



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315 S ROY STREET SUITE M
HUNTINGTON BEACH, CA 92648
P (562) 618-0119 EMAIL: rma@landscape@gmail.com

08-31-22 CITY COMMENTS			
NO	REVISIONS	APPR	DATE
CITY OF GARDEN GROVE			
BRIDGE AND LANDSCAPE RENOVATION PROJECT			
CIVIC CENTER BUILDING			
GRADING & DRAINAGE PLAN & DETAILS			
APPROVED:			
RECOMMENDED:	CITY ENGINEER	RCE NO.	DATE
SUBMITTED:	GP ENGINEER	RCE NO.	DATE
ROBERT MCMAHON	PROJECT LANDSCAPE ARCHITECT	CA # 3463	DATE
DRAWN BY:	RJM	DATE:	08-31-22
SFT	OF	BITS	



CONSTRUCTION CALLOUTS

- 1 (WESTSIDE BRIDGE LOCATION)
CONSTRUCT NEW BRIDGE WITH STEEL BEAMS, CONCRETE PAVING, STEEL RAILINGS AND HANDRAILS AND STONE VENEER CLADDING ON (4) EXISTING CONCRETE PEDESTALS.
SEE DETAILS ON SHEETS LD-1.1 & LD1.2. SEE STRUCTURAL DETAILS.
- 2 (WESTSIDE BRIDGE LOCATION)
CONSTRUCT NEW 6" THICK INTEGRAL & WOOD BOARDWALK PLANK TEXTURED CONCRETE PAVING WITH STEEL REINFORCEMENT
SEE DETAIL, SHEET LD-1. AND DETAIL 1, SHEET LD-2. SEE STRUCTURAL DETAILS
- 3 (EASTSIDE OLD BRIDGE LOCATION)
CONSTRUCT NEW 4" THICK INTEGRAL COLORED CONCRETE PAVING WITH TOPCAST # 3 FINISH AND WITH STEEL REINFORCEMENT
SEE DETAIL 1, SHEET LD-2.
- 4 CONSTRUCT NEW 4" THICK INTEGRAL COLORED CONCRETE PAVING WITH TOPCAST # 3 FINISH AND WITH STEEL REINFORCEMENT
SEE DETAIL 1, SHEET LD-2.
- 5 FURNISH AND INSTALL 3" THICK DECOMPOSED GRANITE PAVING WITH 6 MIL WEED BARRIER AND STEEL METAL EDGING.(ALL SIDES ADJACENT TO PLANTER AREAS). SEE DETAIL 2, SHEET LD-2.
- 6 FURNISH AND INSTALL 3" TO 5" DIAMETER GROUTED MEXICAN BEACH PEBBLE MIXED COLOR COBBLESTONE OVER INTEGRAL COLORED CONCRETE BASE. SEE DETAIL 5, SHEET LD-2.
- 7 FURNISH AND INSTALL (B) REAL ROCK APACHE SUNSET BOULDERS BOULDERS (QTY. 18) 2'-0 TO 3'-0" DIAMETER AVAILABLE AT: SOUTHWEST BOULDERS (714)-882-1010 SEE DETAIL 4, DETAIL LD-2.
- 8 FURNISH AND INSTALL STEEL METAL EDGING WITH GROUND STAKES. NOTE: INSTALL EDGING ALONG (ALL BOARDER EDGES) OF DECOMPOSED GRANITE PATHWAY) SEE DETAIL 3 SHEET PD-1.
- 9 FURNISH AND INSTALL (8) 8" DIAMETER DRAINAGE STANDPIPE WITH GRAY AREA DRAIN CAP. SEE DETAIL 3, SHEET LD-2

PA- TYPICAL PLANTER AREA WITH NEW TOPSOIL AND SOIL AMENDMENTS AND BARK MULCH SEE PLANTING PLAN SHEET

1. ALL DIMENSIONS ARE TAKEN FROM FACE OF BUILDING WALLS OR EDGE OF PAVING, UNLESS OTHERWISE NOTED ON PLAN. THE DIMENSIONS ARE SHOWN FOR APPROXIMATE LINE AND ALL RADII AND CURVES ARE TO HAVE CONTINUOUS AND SMOOTH TRANSITIONS WITHOUT ABRUPT CHANGES OR BENDS.
2. ALL FORMS AND ALIGNMENT OF PAVING SHALL BE APPROVED BY CITY REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO POURING.
3. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES BY MEANS OF STAKING AND MARKING PRIOR TO CONSTRUCTION AND SHALL BE HELD LIABLE FOR ALL DAMAGES INCURRED.
4. CONTRACTOR SHALL NOTE AND INSTALL ALL SLEEVES SHOWN ON IRRIGATION PLAN, CONSTRUCTION PLANS AND LIGHTING PLAN PRIOR TO INSTALLATION OF PAVING.
5. ALL CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO LOCAL CODES.
6. CONTRACTOR MUST CHECK ALL DIMENSIONS, FRAMING CONDITIONS AND SITE CONDITIONS BEFORE STARTING WORK. LANDSCAPE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES OR DEFICIENCIES.
7. CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE CONSTRUCTED SIMILAR TO THE DETAILS FOR THE RESPECTIVE MATERIALS.
8. THE DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. ALL BRACING, TEMPORARY SUPPORTS, SHORING, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

LEGEND

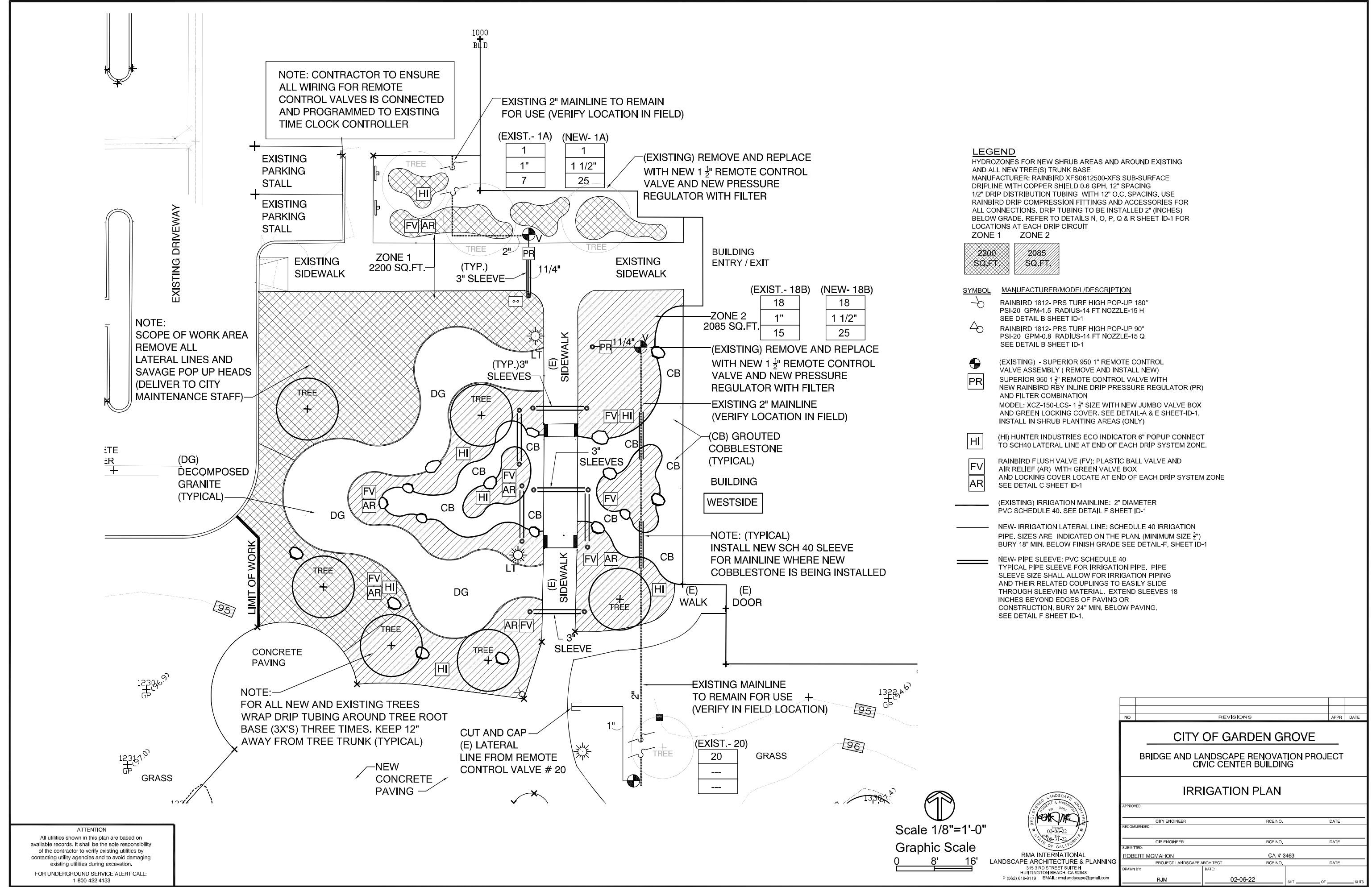
SYMBOL	DESCRIPTION
⊕	CENTER OF RADIUS
R	RADIUS
PA	PLANTER AREA
↔	ALIGN
EJ	EXPANSION JOINT (FULL DEPTH)
SJ	CONTROL JOINT
P.O.B.	POINT OF BEGINNING
	SPEED DOWEL (TO EXISTING PAVING)
DG-	STABILIZED DECOMPOSED GRANITE SEE DETAIL 2, SHEET LD-2
CB-	GROUTED COBBLESTONE SEE DETAIL 5, SHEET LD-2
LT-	LIGHT POLE

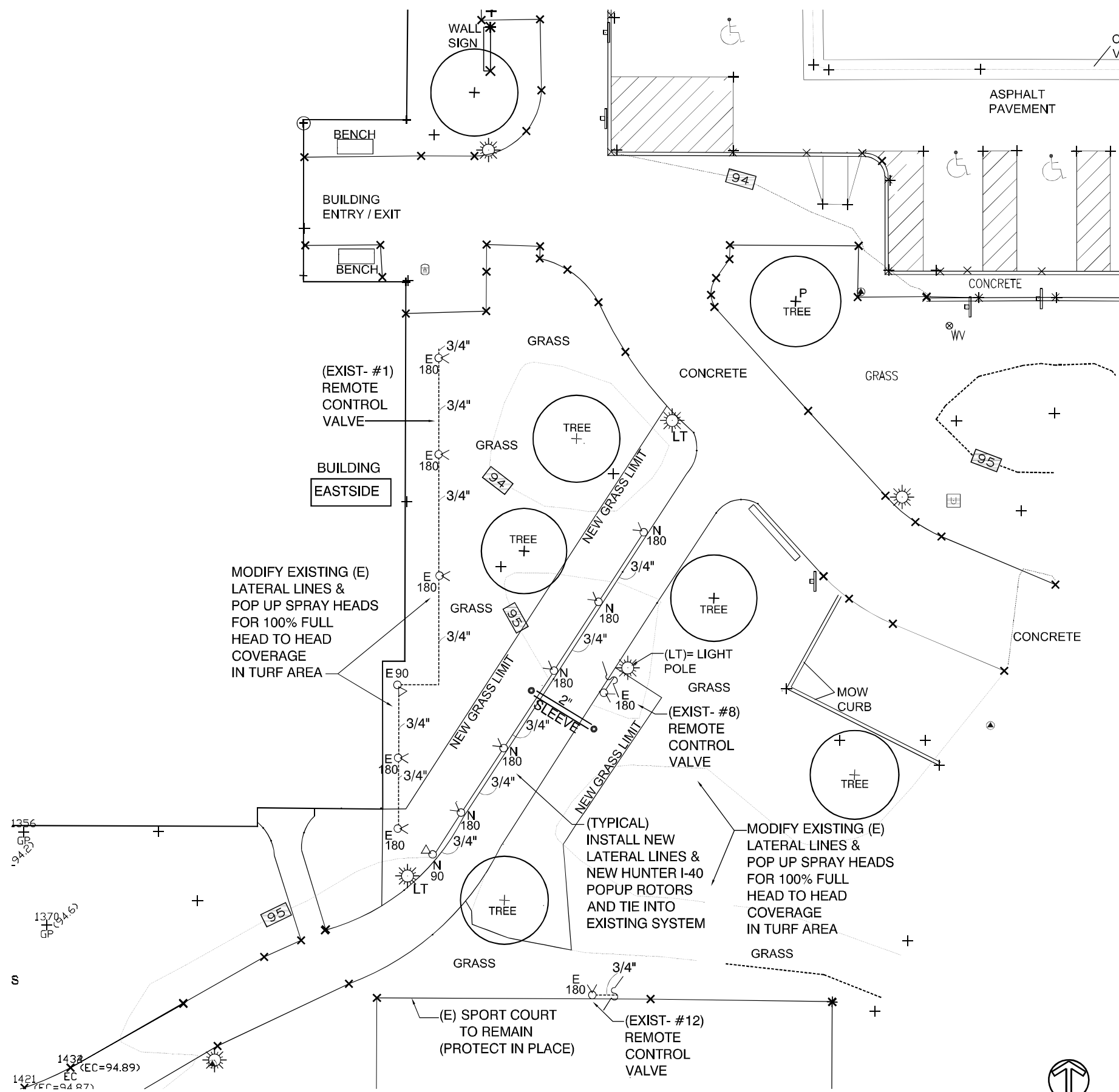
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FOR UNDERGROUND SERVICE ALERT CALL:
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Scale 1/8"=1'-0"
Graphic Scale
0 8' 16'

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HUNTINGTON BEACH, CA 92648
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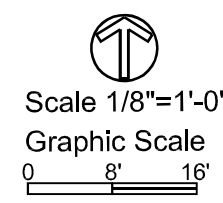
CITY OF GARDEN GROVE			
BRIDGE AND LANDSCAPE RENOVATION PROJECT			
CIVIC CENTER BUILDING			
CONSTRUCTION MATERIALS & LAYOUT PLAN			
APPROVED:			
CITY ENGINEER	RCE NO.	DATE	
RECOMMENDED:			
CBP ENGINEER	RCE NO.	DATE	
SUBMITTED:			
ROBERT MCMAHON	CA # 3463	DATE	
DRAWN BY:	RJM	DATE	02-06-22
		SHT	OF 6 ITS





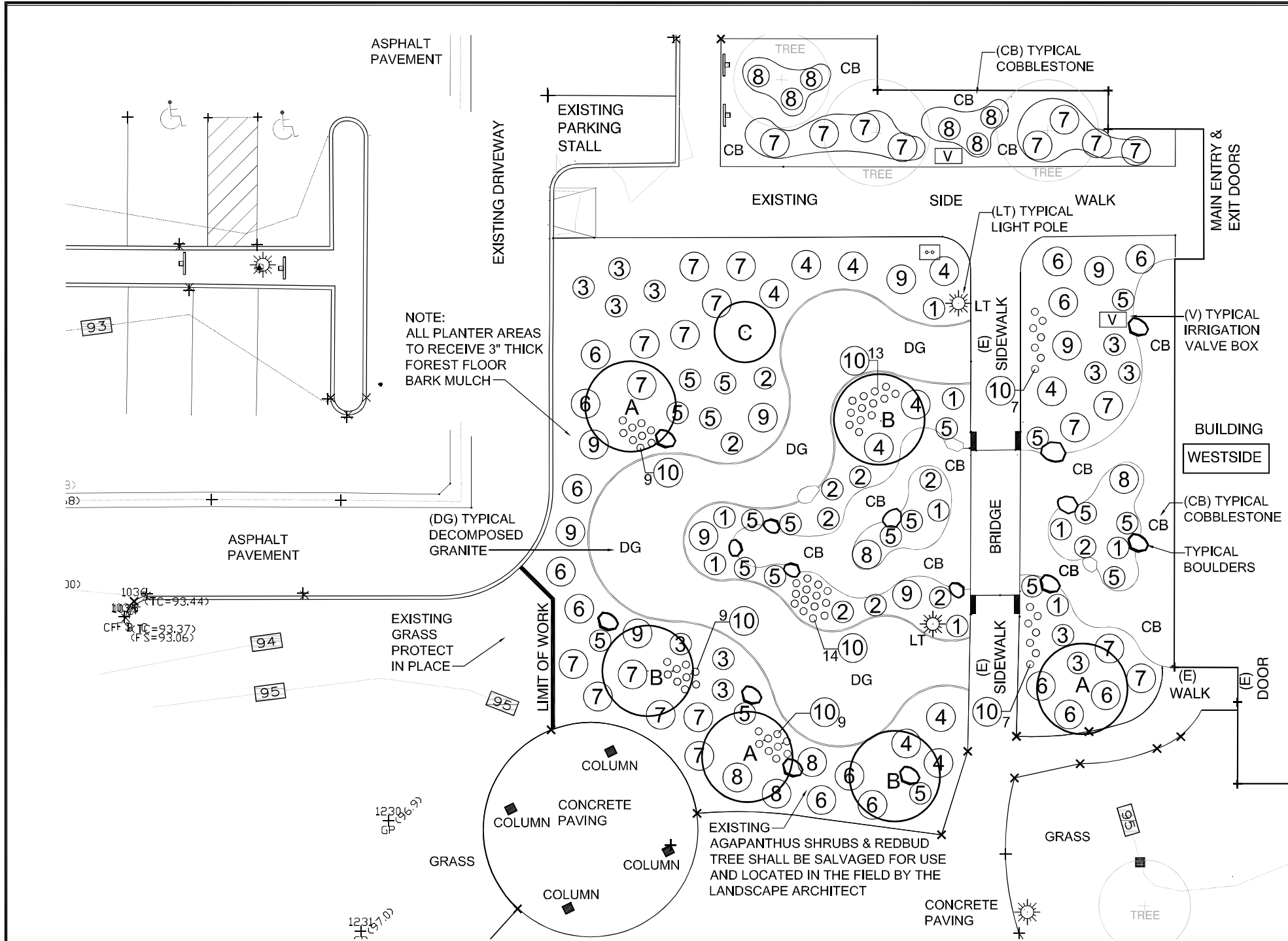
- LEGEND**
HYDROZONES FOR NEW SHRUB AREAS AND AROUND EXISTING AND ALL NEW TREES TO 10" DIA. BASE
- SYMBOL MANUFACTURER/MODEL/DESCRIPTION**
- RAINBIRD 1812- PRS TURF HIGH POP-UP 180° PSI-20 GPM-1.5 RADIUS-14 FT NOZZLE-15 H SEE DETAIL B SHEET ID-1
 - RAINBIRD 1812- PRS TURF HIGH POP-UP 90° PSI-20 GPM-0.8 RADIUS-14 FT NOZZLE-15 Q SEE DETAIL B SHEET ID-1
 - NEW- IRRIGATION LATERAL LINE: SCHEDULE 40 IRRIGATION PIPE. SIZES ARE INDICATED ON THE PLAN. (MINIMUM SIZE 3/4") BURY 18" MIN. BELOW FINISH GRADE SEE DETAIL-F, SHEET ID-1
 - NEW- PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES BEYOND EDGES OF PAVING OR CONSTRUCTION. BURY 24" MIN. BELOW PAVING. SEE DETAIL F SHEET ID-1.

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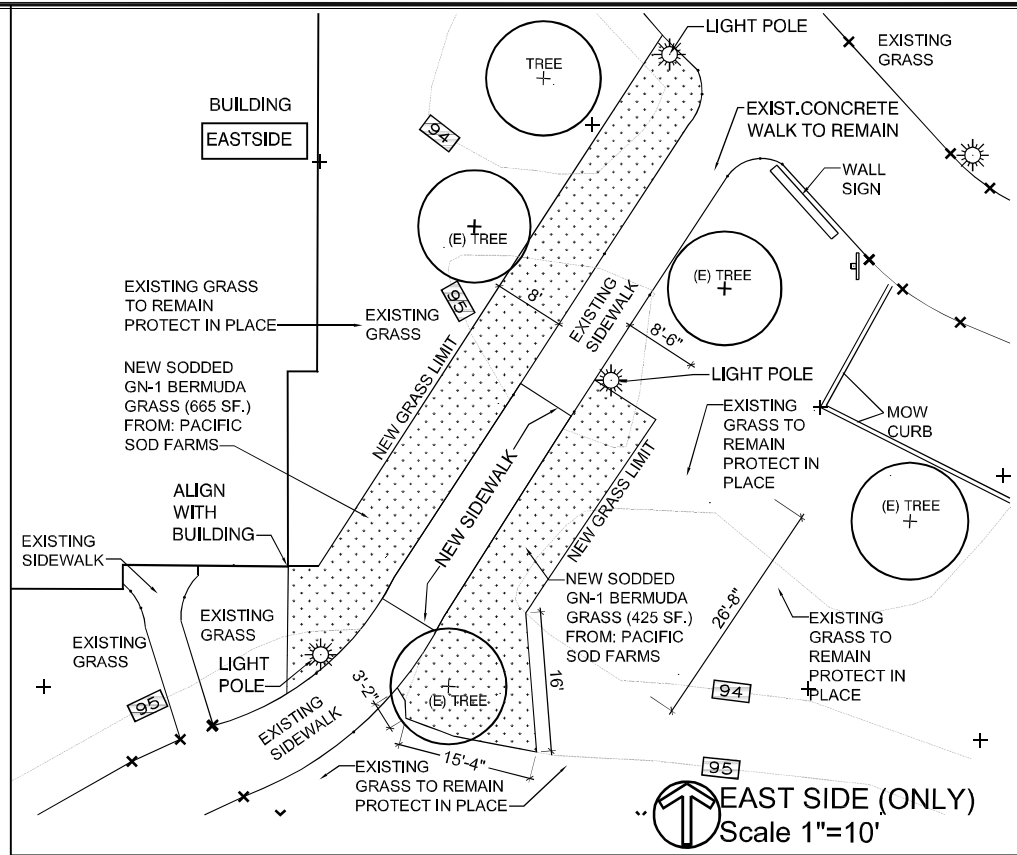
REVISIONS				APPR	DATE
CITY OF GARDEN GROVE					
BRIDGE AND LANDSCAPE RENOVATION PROJECT CIVIC CENTER BUILDING					
IRRIGATION PLAN					
APPROVED:					
CITY ENGINEER		RCE NO.	DATE		
RECOMMENDED:		RCE NO.	DATE		
CIP ENGINEER		RCE NO.	DATE		
SUBMITTED:		ROBERT MCMAHON		CA # 3463	DATE
PROJECT LANDSCAPE ARCHITECT		RCE NO.	DATE		
DRAWN BY:		RJM		DATE:	02-06-22
SHEET		OF		SITS	



PLANTING LEGEND

TREE SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
(A)	CHITALPA "TASHKENDENSIS"	CHITALPA	24" BOX STD.	3
(B)	CERCIDIUM X "DESERT MUSEUM"	DESERT MUSEUM PALO VERDE	24" BOX STD.	3
(C)	CERCIS CANADENSIS	REDBUD TREE	(RELOCATED)	1

SHRUBS SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
(1)	ACHILLEA MILLEFOLIUM "MOONSHINE"	MOONSHINE YARROW	1g	9
(2)	ANIGOZANTHOS FLAVIDUS	KANGAROO PAW YELLOW AND RED MIX	5g	10
(3)	CALANDRINA SPECTABILIS	JAZZ TIME JADE	5g	12
(4)	CALLISTEMON CITRINUS	LITTLE JOHN BOTTLEBRUSH	5g	10
(5)	CHONDRPETALUM	DWARF CAMPO RUSH	1g	20
(6)	DIANELLA TASMANICA VARIEGATED	WHITE STRIPED FLAX LILY	5g	14
(7)	LANTANA MONTEVIDENSIS "ALBA"	WHITE LANTANA	5g	24
(8)	PEROVSKIA "DEMIN N LACE"	RUSSIAN SAGE	5g	11
(9)	POLYGALA MYRTIFOLIA	DWARF SWEET PEA	5g	9
(10)	SENECIO SERPENS	BLUE CHALKSTICKS DWARF	6" POTS	68



GENERAL PLANTING NOTES

1. MAINTAIN A QUALIFIED SUPERVISOR ON THE SITE AT ALL TIMES DURING CONSTRUCTION THROUGH COMPLETION OF PICK-UP WORK.
2. VERIFY ALL PLANT MATERIAL QUANTITIES PRIOR TO INSTALLATION. PLANT MATERIAL QUANTITIES LISTED FOR CONVENIENCE OF CONTRACTOR. ACTUAL NUMBER OF SYMBOLS SHALL HAVE PRIORITY OVER QUANTITY DESIGNATED.
3. FURNISH AND PAY FOR ALL CONTAINER GROWN TREES, SHRUBS AND SODDED GRASS. BE RESPONSIBLE AND PAY FOR: PLANTING OF ALL PLANT MATERIALS; THE SPECIFIED GUARANTEE OF ALL PLANT MATERIALS; THE STAKING OF TREES AND THE CONTINUOUS PROTECTION OF ALL PLANT MATERIALS UPON THEIR ARRIVAL AT THE SITE.
4. FURNISH AND INSTALL 3" THICK COVER OF FOREST FLOOR FROM AGUINAGA GREEN (949)-786-9558
5. CONTRACTOR SHALL FURNISH PHOTOGRAPHS OF PLANT MATERIAL FOR APPROVAL PRIOR TO DELIVERY ON SITE. ALL PLANTS SHALL BE FULL IN THE CONTAINER AND MATCHING HEIGHT AND WIDTH WITH NO DEAD WOOD. SEE PLANT IMAGERY SHEET (INCLUDED) AS REPRESENTATION FOR SIZE AND QUALITY. ALL PLANT MATERIAL SHALL BE SUBJECT TO APPROVAL AND / OR REJECTION BY THE LANDSCAPE ARCHITECT AND / OR CITY REPRESENTATIVE PRIOR TO INSTALLATION.
6. ALL PLANT MATERIAL SHALL BE SELECTED AND SPOTTED BY THE LANDSCAPE ARCHITECT OR CITY REPRESENTATIVE.
7. ALL SOIL PREPARATION SHALL BE INSTALLED AS PER THE SOIL AGRONOMY REPORT TO BE PROVIDED AND PAID FOR BY THE CONTRACTOR. THE REPORT SHALL BE IMMEDIATELY FORWARDED TO THE LANDSCAPE ARCHITECT UPON COMPLETION.
8. CONTRACTOR SHALL PROVIDE A SOILS AGRONOMY REPORT FROM AN APPROVED SOILS LABORATORY AND/OR ANY ADDITIONAL SPECIFICATION PROVIDED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF PLANT MATERIALS.
9. THIRTY (30) DAYS AFTER INSTALLATION ALL LANDSCAPE SHALL BE FERTILIZED WITH BEST FERTILIZER COMPANY 16-6-8 OR APPROVED EQUAL, APPLIED AT THE RATE OF SIX POUNDS (6 LBS.) PER 1,000 SQUARE FEET. FERTILIZER APPLICATION SHALL BE CONTINUED THEREAFTER AT MONTHLY INTERVALS.
10. FERTILIZER TABLETS SHALL BE AGRIFORM, 21 GRAM TABLETS (20-10-5) IN QUANTITIES AS FOLLOWS:
1 GALLON SHRUBS - 1
5 GALLON SHRUBS - 3
BOXED TREES - 1 PER 4" OF BOX SIZE
PLACE TABLETS AT HALF THE DEPTH OF THE ROOTBALL.
11. FOR ALL NEW TREES, REMOVE NURSERY STAKES AND INSTALL NEW WOOD STAKES AND SECURE PER TREE PLANTING DETAIL SHOWN SHEET PD-1.
12. RELOCATED REDBUD TREE AND AGAPANTHUS SHRUBS; APPLY LIQUINOX 6128 WESTERN STATES B-1 ROOT INHIBITOR AT THE RATE PER MANUFACTURERS RECOMMENDATIONS.

WEST SIDE (ONLY)
Scale 1/8"=1'-0"
Graphic Scale
0 8' 16'

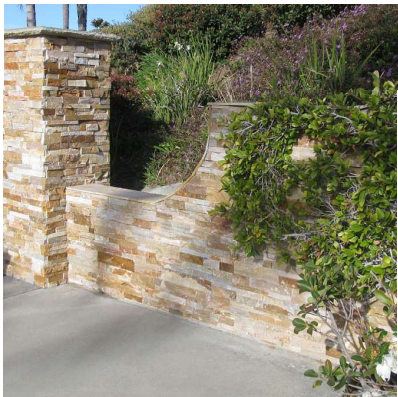


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CITY OF GARDEN GROVE			
BRIDGE AND LANDSCAPE RENOVATION PROJECT			
CIVIC CENTER BUILDING			
PLANTING PLAN			
APPROVED:			
CITY ENGINEER	RCE NO.	DATE	
RECOMMENDED:			
CP ENGINEER	RCE NO.	DATE	
SUBMITTED:			
ROBERT MCMAHON	CA # 3463	DATE	
PROJECT LANDSCAPE ARCHITECT	RCE NO.	DATE	
DRAWN BY:			
RJM	02-06-22	SHT	OF 6 ITS

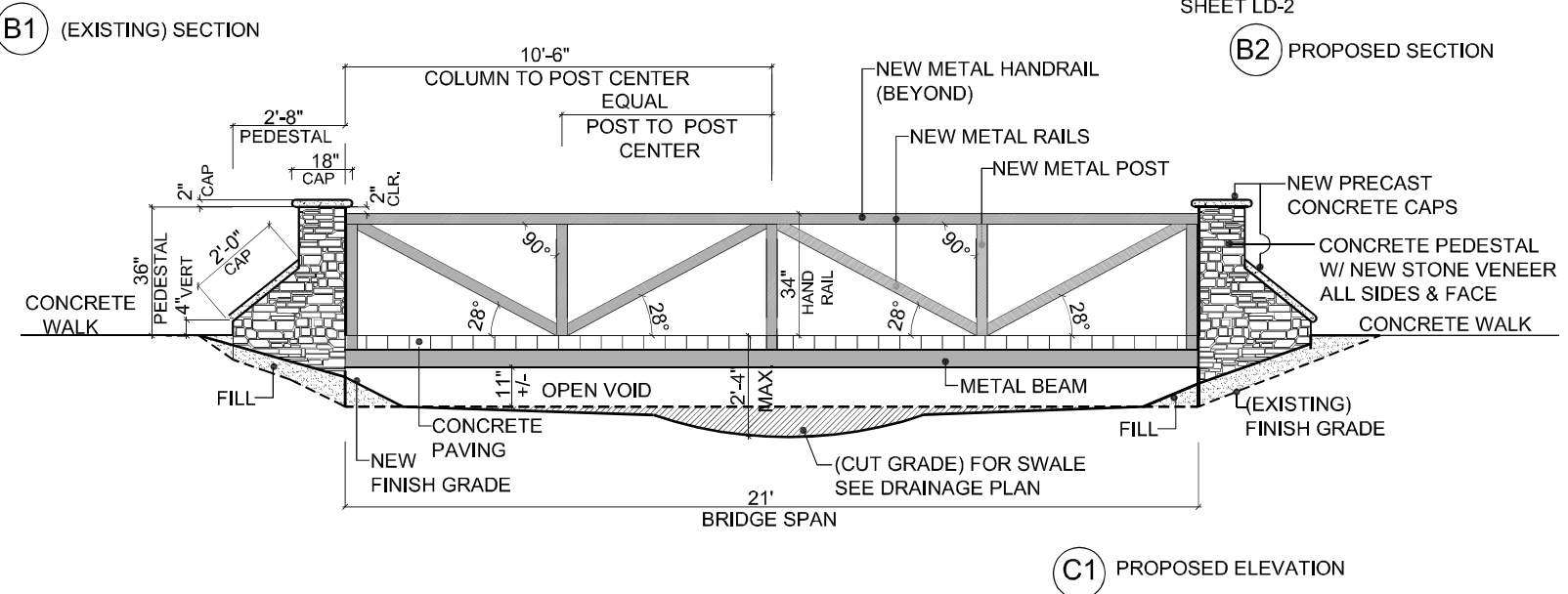
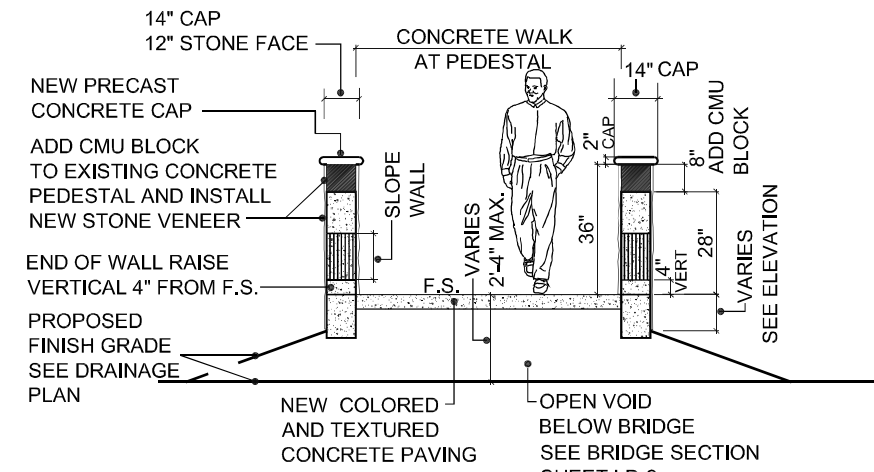
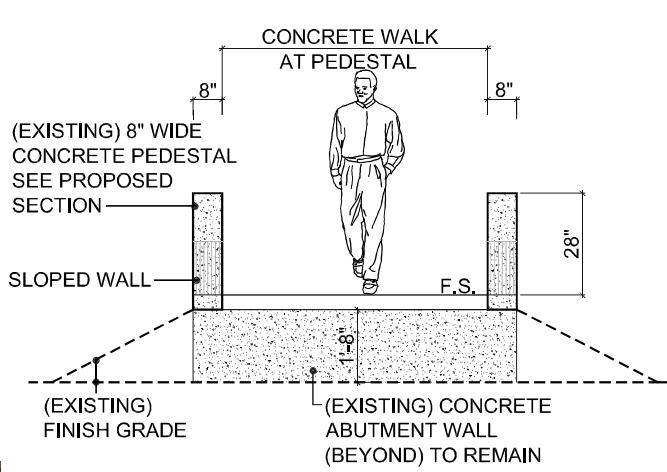
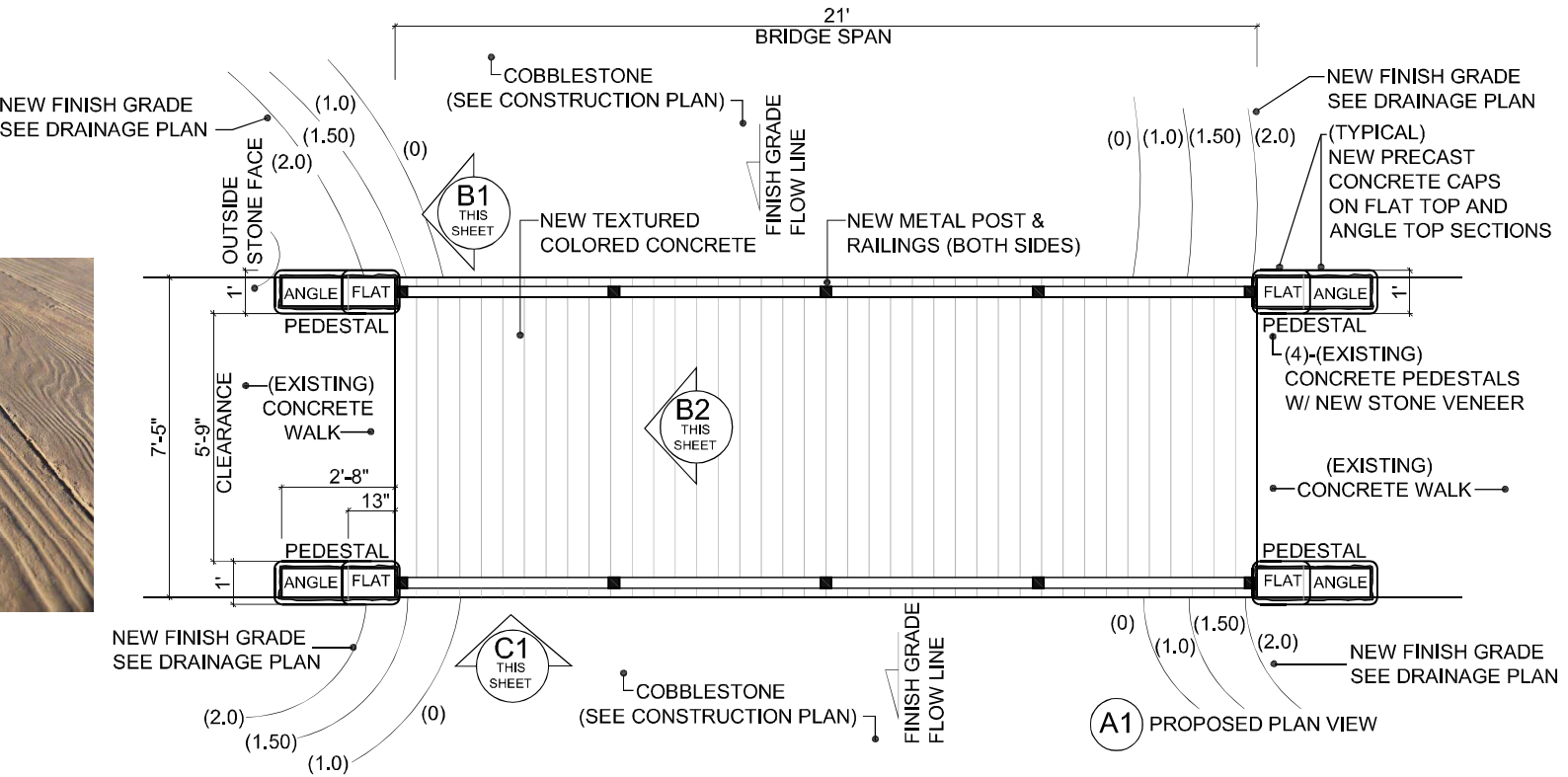


BOMANITE CONCRETE
WOOD PLANK STAMP



NSR DESERT STONE
DRESSED PANELS

ATTENTION
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FOR UNDERGROUND SERVICE ALERT CALL:
1-800-422-4133

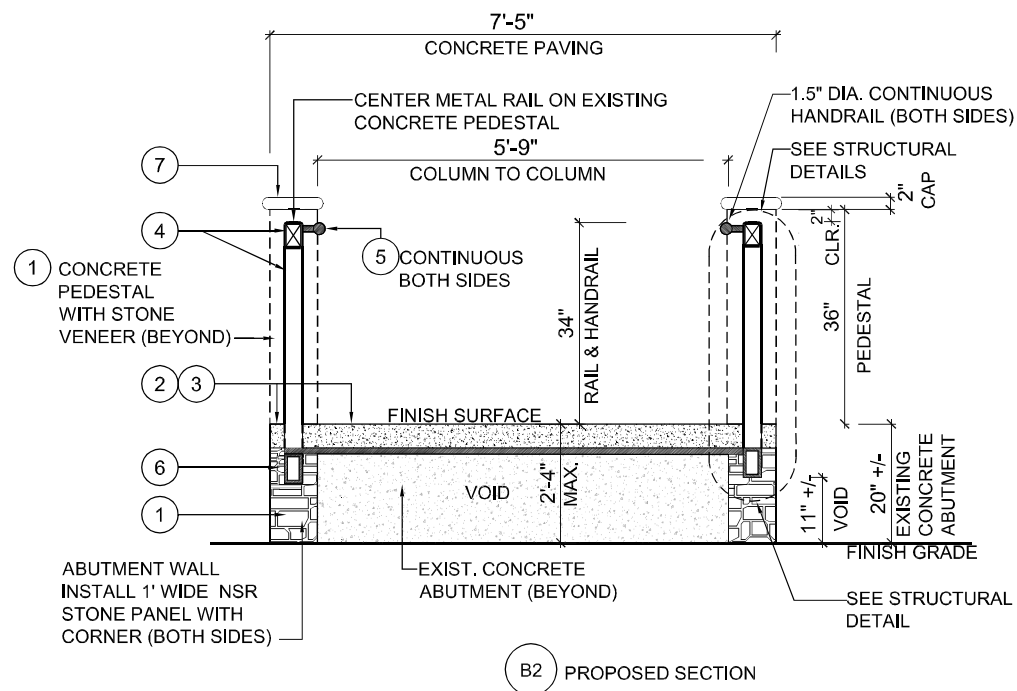
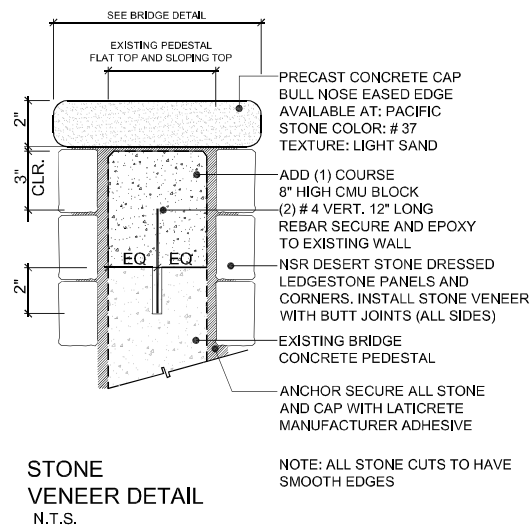


CONSTRUCTION NOTES

1. FURNISH AND INSTALL STONE VENEER INTERLOCKING PANELS (ALL EXPOSED FACE AND CORNERS) ON (4) FOUR PEDESTALS: NSR DESERT STONE DRESSED INTERLOCKING PANELS 6" H X 24" L. PART NO: QRTDESGLDPANELDR WITH DRESSED DOGEAR CORNERS. PART NO:QRTDESGLDDOGEARDR AVAILABLE AT: THOMPSON BUILDING MATERIALS (714)-998-9337
2. ALL STONE VENEER INTERLOCKING PANEL FACE AND CORNERS SHALL HAVE FLUSH BUTT JOINTS. ANCHOR SECURE ALL STONE WITH LATICRETE MANUFACTURER ADHESIVE. APPLY PER MANUFACTURERS SPECIFICATION
3. ALL EXPOSED STONE AND PRECAST CONCRETE PEDESTAL CAPS SHALL RECEIVE (3) THREE COATS OF ZERO GLOSS VANDL GUARD MANUFACTURER ANTO-GRAFITTI COAT APPLICATIONS WITH A MICRO-SEAL WATER REPELLENT APPLICATION FOR A (5) FIVE YEAR MATERIAL WARRANTY PROTECTION (630)-675-4509
4. FURNISH AND INSTALL PRECAST COLORED CONCRETE CAPS FOR EXISTING CONCRETE PEDESTALS SIZES (FLAT TOP CAP) 15" L X 12" W & (ANGLE CAP) 26" L X 12" W X 2" THICK WITH EASED EDGES WC-200 SERIES. COLOR: #37 BUFF / BROWN AVAILABLE AT: PACIFIC STONE (714)-836-5757 SEE DETAIL THIS SHEET.
5. FABRICATE AND INSTALL HSS TUBULAR STEEL METAL BEAMS PER STRUCTURAL ENGINEER PLAN. PAINT COLOR TO MATCH METAL RAILINGS AND POST. COLOR: RAL 8019 GRAY BROWN
6. FABRICATE AND INSTALL AND ALL METAL RAILINGS, POSTS, ANCHOR PLATES AND FASTENING/ ANCHORING DEVICES. ALL METAL STEEL SHALL BE PER STRUCTURAL PLAN. ALL EXPOSED METAL SHALL BE PRIMED AND POWDER COATED COLOR: RAL 8019 GRAY BROWN
7. CONSTRUCT NEW 6" THICK INTEGRAL COLORED CONCRETE PAVING, WITH COLOR RELEASING AGENT WITH STEEL REINFORCEMENT. INTEGRAL COLOR: EASTERN TAN 61222 CONCRETE RELEASING COLOR: MESA BEIGE FINISH: BOMANITE IMPRINT SYSTEMS TEXTURED BOARDWALK PATTERN 11.5" (INCH) WIDE PLANK. SEE DETAIL 1, SHEET LD-1.
8. FURNISH AND INSTALL ON ALL NEW CONCRETE PAVING (2) TWO COATS WATER BASED PENETRATING SEALER WITH PROSO CO MANUFACTURER. MODEL: CONSOLIDECK SB APPLY PER MANUFACTURERS RECOMMENDATIONS
9. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS OF METAL BEAMS, RAILINGS, POSTS AND HANDRAILS AND SUBMIT TO CITY REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO FABRICATION AND DELIVERY ON SITE.
10. ALL EXPOSED METAL RAILINGS SHALL HAVE SMOOTH EDGES
11. METAL HAND RAILS SHALL BE CONTINUOUS AND FREE FROM INTERRUPTIONS

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NO	REVISIONS				APPR DATE
<div>CITY OF GARDEN GROVE</div> <div>BRIDGE AND LANDSCAPE RENOVATION PROJECT CIVIC CENTER BUILDING</div>					
<div>BRIDGE DETAILS</div>					
APPROVED:					
CITY ENGINEER		RCE NO.	DATE		
RECOMMENDED:					
CIP ENGINEER		RCE NO.	DATE		
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ROBERT MCMAHON		CA # 3463	DATE		
PROJECT LANDSCAPE ARCHITECT		RCE NO.	DATE		
DRAWN BY:		DATE	SHT _____ OF _____ SHEETS		
RJM		03-21-22			



CALLOUTS

- 1 INSTALL NSR DESERT STONE DRESSED PANELS WITH CORNERS WITH BUTT JOINTS ON ALL EXPOSED SURFACES FOR (4) PEDESTALS AND CONCRETE ABUTMENT WALLS AS SHOWN
- 2 CONSTRUCT 4" THICK P.C.C. INTEGRAL COLORED CONCRETE PAVING WITH COLOR RELEASING AGENT FOR BRIDGE WALKWAY FINISH: BOMANITE IMPRINT STAMP WOOD PLANK.
- 3 INSTALL 1/4" EXPANSION JOINT, TO BE FULL DEPTH FOAM AND COLOR CAULKING TO MATCH PAVING. (INSTALL AT BOTH ENDS AND MID POINT OF BRIDGE)
- 4 FABRICATE AND INSTALL ALL METAL BRIDGE RAILINGS, POST AND BASE CAPS AND ANCHORING DEVICES PER STRUCTURAL PLAN (TYPICAL) POWDER COAT PAINT COLOR TO BE: RAL 8019 GREY / BROWN.
- 5 FABRICATE AND INSTALL 1.5" DIAMETER CONTINUOUS METAL ADA COMPLIANT HANDRAIL. INSTALL 34" ABOVE FINISH SURFACE BOTH SIDES SEE STRUCTURAL ENGINEER PLAN. (TYPICAL) POWDER COAT PAINT COLOR TO BE: RAL 8019 GREY / BROWN.
- 6 FABRICATE AND INSTALL (2) METAL BEAMS AND METAL SUPPORT POSTS BETWEEN CONCRETE ABUTMENT WALLS PER STRUCTURAL PLAN. (TYPICAL) POWDER COAT PAINT COLOR TO BE: RAL 8019 GREY / BROWN.
- 7 INSTALL 2" THICK PRECAST CONCRETE CAPS ON (4) FOUR EXISTING PEDESTALS AS SHOWN ON ELEVATION. WC-200 SERIES AVAILABLE AT: PACIFIC STONE MANUFACTURER

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DRAWN BY:		DATE:		SHEET	
RJM		03-21-22		OF	
				SHEET	

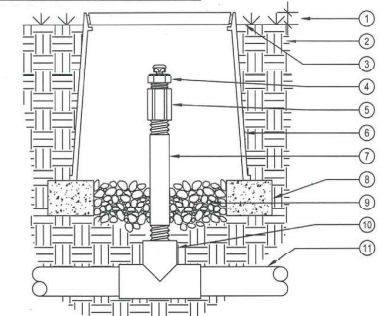
LD-1.2

-
- Figure 1: Typical Section Through Concrete Slab and Subgrade. This technical drawing shows a cross-section of a concrete slab and its subgrade. The slab is 4 inches thick, with a 2% minimum slope indicated. It is supported by a 4-inch thick subgrade. The subgrade is composed of a 3-inch layer of new finish grade at planter areas and 2.5 inches at turf areas. The subgrade is reinforced with a 1-foot wide section of reinforcement. The slab is reinforced with a 1-foot wide section of reinforcement. The slab is reinforced with a 1-foot wide section of reinforcement.

LEGEND

1. 1" ABOVE FINISH GRADE.
2. NATIVE SOIL PER SPECIFICATIONS.
3. FINISH GRADE.
4. NETAFIM DL3000 AIR/VACUUM RELIEF VALVE (YD-500-34).
5. 1/2" PVC COUPLING (T&T).
6. 6" ROUND PLASTIC VALVE BOX - HEAT BRAND "AR" ON LID IN 1" HIGH CHARACTERS.
7. 1/2" SCH 80 PVC NIPPLE (LENGTH AS REQUIRED).
8. BRICK SUPPORTS (2 COMMON BRICKS REQUIRED).
9. PEA GRAVEL SUMP (6" DEEP).
10. PVC ELL (S&T) WITH 1/2" THREADED OUTLET.
11. PVC PIPING.

NOTE:
USE ONE AIR/RELIEF VALVE FOR EVERY 7 GPM PER ZONE.
LOCATE AT HIGH POINTS. REFER TO NETAFIM PUBLICATION FOR SPECIFICATIONS.



SECTION/ELEVATION
NOT TO SCALE

- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info
REFERENCE NUMBER: 065-188a

D DRIP CIRCUIT AIR VACUUM RELIEF VALVE DETAIL NOT TO SCALE

DRIP CIRCUIT NOTES:

1. SUB-SURFACE DRIPLINE SHALL BE INSTALLED 2" (INCHES) BELOW FINISH GRADE AND COVER WITH 3" BARK MULCH.
2. ALL PVC LATERALS LINES, INCLUDING PVC FEED LINES, SHALL BE INSTALLED 18" BELOW GRADE.
3. INSTALL FLUSH AND AIR RELIEF VALVES AS SPECIFIED IN DETAILS.
4. SEE IRRIGATION LEGEND FOR TUBING SPECIFICATIONS.
5. SEE NOTES AT EACH DRIP DETAIL FOR ADDITIONAL REQUIREMENTS.

RAINBIRD DRIP TUBING MAXIMUM LENGTH OF RUN CHART Performance Specifications (continued)

Maximum length of run

- RGP-212-XX:

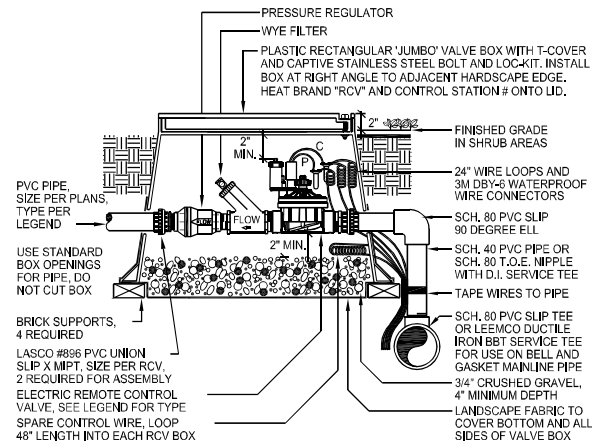
250' @ 15 psi (76m @ 1.03 Bar)
360' @ 25 psi (110m @ 1.72 Bar)
400' @ 30 psi (122m @ 2.07 Bar)
460' @ 40 psi (140m @ 2.76 Bar)

K DRIP CIRCUIT MAXIMUM TUBING LENGTH CHART NOT TO SCALE

NO	REVISIONS			APPR DATE
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<div>IRRIGATION DETAILS</div>				
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RJM		03-21-22	SHT. OF SHTS.	



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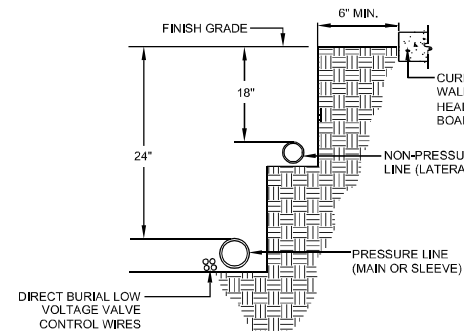


A DRIP REMOTE CONTROL VALVE AND 'Y' FILTER DETAIL NOT TO SCALE

- STEP 1: STRIP WIRES 1/2" FROM ENDS.
- STEP 2: APPLY SCOTCHLOK Y SPRING CONNECTOR IN A CLOCKWISE DIRECTION.
- STEP 3: INSERT SPLICE TO BOTTOM OF GEL-FILLED TUBE. CHECK TO MAKE SURE CONNECTOR HAS BEEN PUSHED PAST LOCKING FINGERS AND IS SEATED AT BOTTOM OF TUBE.
- STEP 4: POSITION WIRES IN WIRE CHANNELS AND CLOSE INSULATOR TUBE COVER.

NOTE: MAXIMUM WIRE SIZES PER CONNECTOR ARE THREE #14'S OR TWO #12'S.

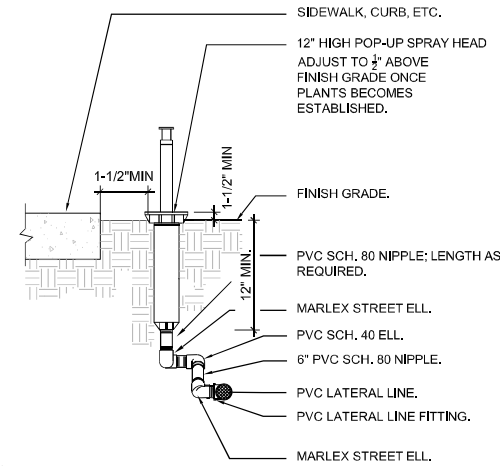
E WIRE CONNECTION DETAIL NOT TO SCALE



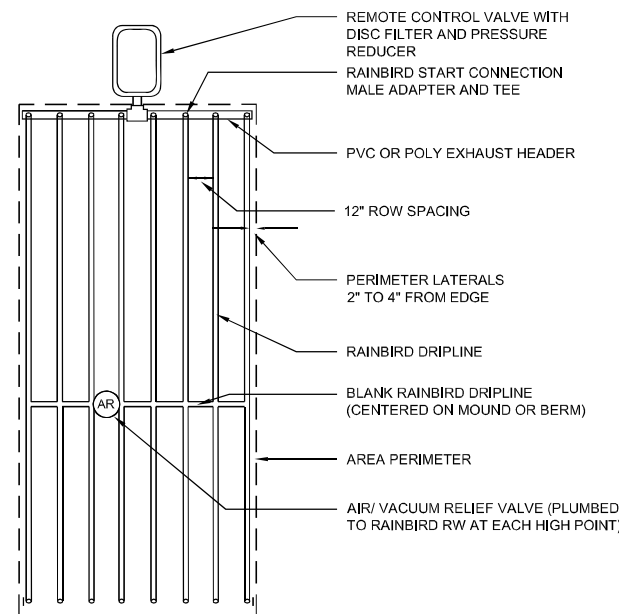
- NOTES:
1. TRENCHING AND BACKFILLING SHALL BE PER STANDARD SPECIFICATIONS.
2. MINIMUM BACKFILL RELATIVE COMPACTION SHALL BE 90%.
3. BUNDLE CONTROL WIRES TOGETHER AND TAPE AT 10" INTERVALS.
4. 4" MIN. HORIZONTAL DISTANCE BETWEEN PIPES IN COMMON TRENCH.

H IRRIGATION LINE TRENCHING NOT TO SCALE

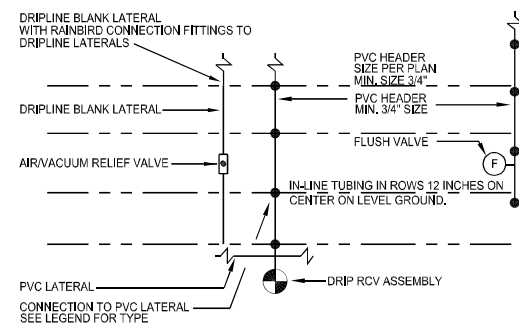
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B TURF POP-UP HEAD DETAIL NOT TO SCALE

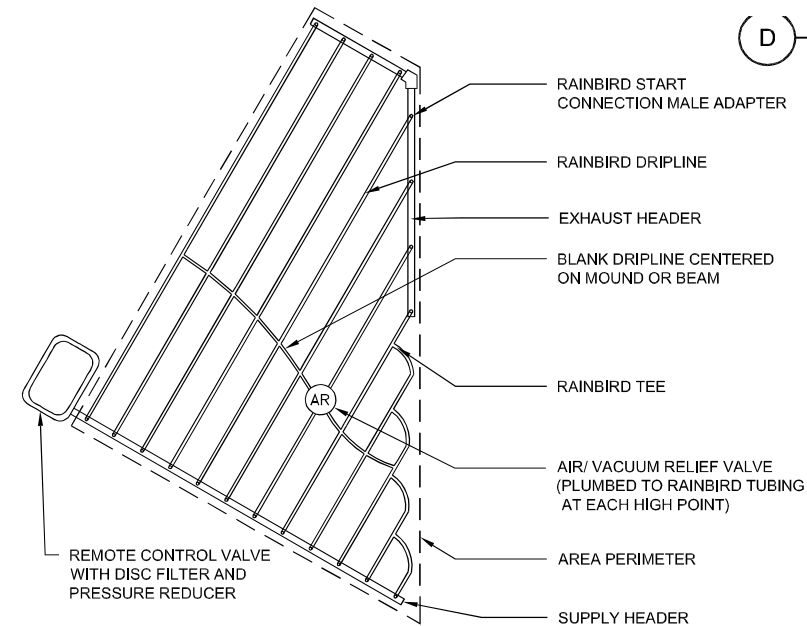


F DRIP CIRCUIT LAYOUT - END FEED DETAIL NOT TO SCALE

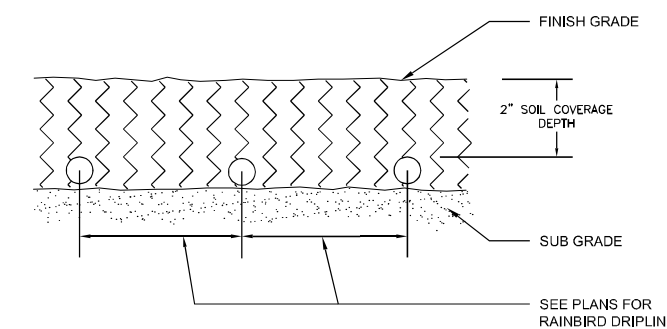


INSTALL DRIP FLUSH VALVE PER DETAIL AT THE END OF EACH TUBING SECTION PER PLAN.
INSTALL AIR RELIEF VALVES PER DETAIL AT HIGH POINTS OF EACH TUBING SECTION PER PLAN.
RUN AIR/VACUUM RELIEF BLANK TUBING LATERAL ALONG HIGH POINT OF MOUND OR BERM.
ATTACH ALL IN-LINE DRIP TUBING TO BLANK LATERAL. MORE THAN TWO RELIEF VALVES MAY NEED TO BE INSTALLED PER SECTION.

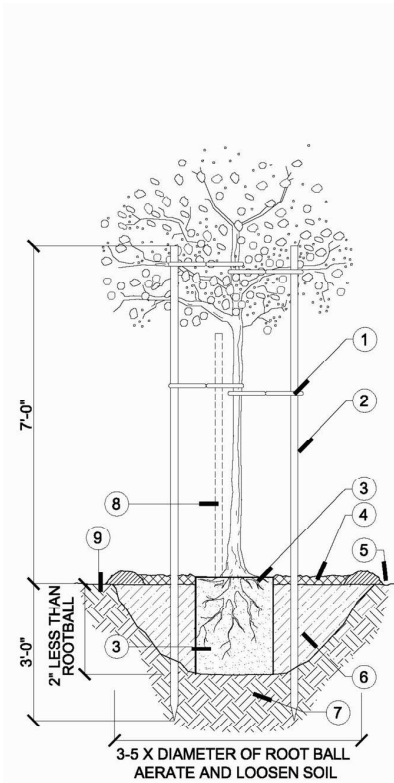
I DRIPLINE CONNECTION (PLAN VIEW) NOT TO SCALE



G DRIP CIRCUIT ODD SHAPE LAYOUT - END FEED DETAIL NOT TO SCALE



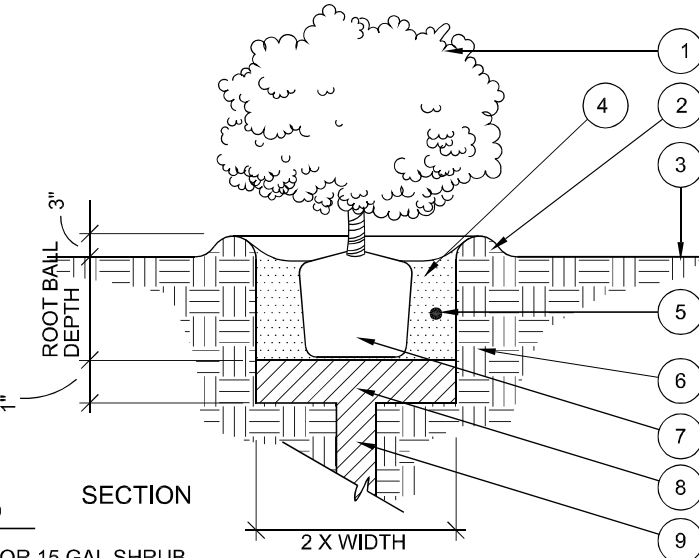
J DRIP CIRCUIT FEED MANIFOLD CONNECTION DETAIL NOT TO SCALE



TREE PLANTING

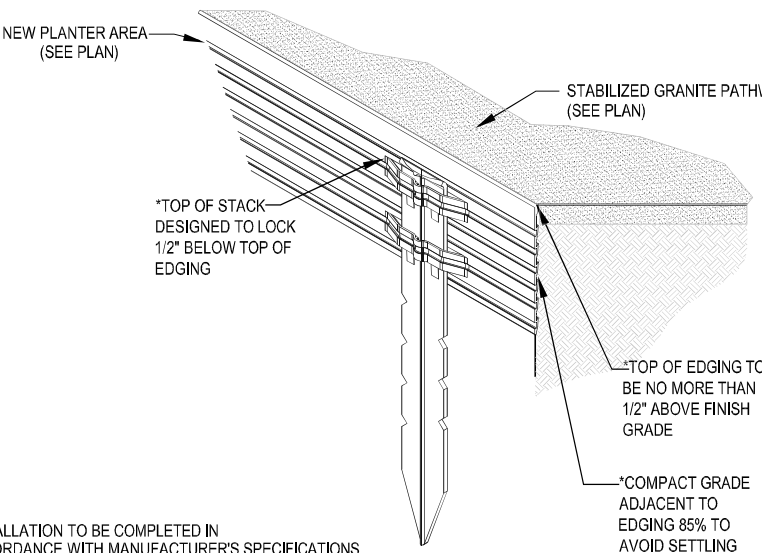
- 1 FLEXIBLE TREE TIES (MIN. 4 REQUIRED) SECURE TO POLE W/ GALVANIZED NAIL. PLACE TOP TIE IN CANOPY PROTECT BRANCHES FROM DAMAGE.
- 2 2" DIA. X 10' MIN. TREATED LODGEPOLE PINE STAKE (3" DIA. OR 3 GALVANIZED STAKES FOR 36" BOX TREES OR GREATER)
- 3 ROOTBALL - 2" ABOVE FINISHED GRADE, TOP ROOT FLARE SHALL BE VISIBLE
- 4 2" OF SHREDDED BARK MULCH, 4" DIA. KEEP MULCH 12" CLEAR OF TRUNK. NO LAWN OR SHRUBS IN 4' DIA. ZONE
- 5 TEMPORARY 3" WATERING BASIN
- 6 BACKFILL MIX: 100% NATIVE SOIL UNLESS THE AGRONOMICAL SOIL REPORT DIRECTS AMENDMENTS
- 7 UNDISTURBED NATIVE SOIL, FOOT TAMP ANY OVER EXCAVATION.
- 8 REMOVE NURSERY STAKE IMMEDIATELY AFTER PLANTING
- 9 FINISH GRADE

NOTES:
 1. STAKES SHALL NOT PIERCE ROOTBALL & SHALL EXTEND INTO UNDISTURBED SOIL.
 2. PLACE FLEXIBLE TREE TIES ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
 3. ALL EXCESS SOIL SHALL BE REMOVED FROM THE TOP OF THE ROOT BALL EXPOSING THE ROOT FLARE
 4. ROOT PRUNE 1/2" OFF ALL SIDES OF ROOT BALL WITH A SHARP KNIFE.



- SECTION
- LEGEND
- 1. 1,5 OR 15 GAL SHRUB
 - 2. WATER BASIN 3" MIN. DEPTH
 - 3. FINISH GRADE
 - 4. AMENDED BACKFILL - PER SOILS REPORT
 - 5. PLANT TABLET - PER SOILS REPORT
 - 6. EXISTING SOIL
 - 7. ROOT BALL
 - 8. COMPACTED SOIL BACKFILL MIX. (PER SOILS REPORT)
 - 9. VERTICAL MULCH DRAIN HOLE (3"Ø. X 1' DEPTH) FILLED W/ COMPACTED SOIL BACKFILL MIX.

SHRUB PLANTING DETAIL



NOTES:
 1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. STEEL GROUNDING STAKES ARE 12" LONG AND ARE INCLUDED WITH EACH EDGING SECTION THAT SLIDE INTO POCKETS, ALLOWING IT TO BE SECURELY ANCHORED INTO THE GROUND

PRODUCT	SIZE	PACKAGE	COLOR
SURE-LOC SURE EDGE	3/16" X 5 1/2"	10 PIECES (160 LINEAR FEET) PER BOX	MILL FINISH BLACK

ALUMINUM LANDSCAPE EDGING NOT TO SCALE

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NO	REVISIONS	APPR	DATE

CITY OF GARDEN GROVE
 BRIDGE AND LANDSCAPE RENOVATION PROJECT
 CIVIC CENTER BUILDING

PLANTING & METAL EDGING DETAILS

APPROVED: _____
 CITY ENGINEER RCE NO. _____ DATE _____

RECOMMENDED: _____
 CITY ENGINEER RCE NO. _____ DATE _____

SUBMITTED: _____
 PROJECT LANDSCAPE ARCHITECT CA # 3463 RCE NO. _____ DATE _____

DRAWN BY: _____ DATE: _____
 RJM 03-21-22

SHEET _____ OF _____



RUSSIAN SAGE



WHITE LANTANA
GROUNDCOVER



CHONDROPETALUM
CAMPO DWARF



DIANELLA TASMANICA
WHITE STRIPED FLAX LILY



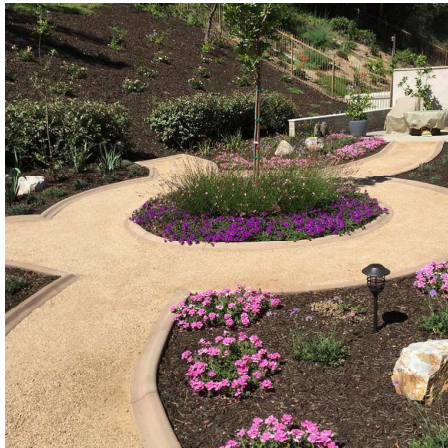
DIANELLA CASSA BLUE
CASSA BLUE FLAX LILY



CALLISTEMON CITRINUS



SENECIO SERPENS
GROUNDCOVER



STABILIZED DECOMPOSED
GRANITE



ANIGOZANTHOS YELLOW
& RED KANGAROO PAW



JAZZTIME JADE



POLYGALA MYRTIFOLIA
DWARF SWEET PEA



APACHE BOULDERS

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All utilities shown in this plan are based on available records. It shall be the sole responsibility of the contractor to verify existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
FOR UNDERGROUND SERVICE ALERT CALL:
1-800-422-4133



RMA INTERNATIONAL
LANDSCAPE ARCHITECTURE & PLANNING
315 3 RD STREET SUITE A
HUNTINGTON BEACH, CA 92648
P (562) 616-9119 EMAIL: rmalandscape@gmail.com

NO	REVISIONS				APPR DATE
CITY OF GARDEN GROVE					
BRIDGE AND LANDSCAPE RENOVATION PROJECT CIVIC CENTER BUILDING					
PLANT PALETTE IMAGERY					
APPROVED:					
CITY ENGINEER		RCE NO.	DATE		
RECOMMENDED:					
CIP ENGINEER		RCE NO.	DATE		
SUBMITTED:					
ROBERT MCMAHON		CA # 3463			
PROJECT LANDSCAPE ARCHITECT		RCE NO.	DATE		
DRAWN BY:		DATE:			
RJM		03-21-22	SHT	OF	SHT

GENERAL REQUIREMENTS

1. Work performed shall comply with the following:
2. These General Requirements unless otherwise noted on plans or specifications.
3. Building Code — AASHTO 2018, CBC 2019, ACI 380-14, AISC-360
4. All applicable local, State and Federal Codes, Ordinances, Laws, regulations and Protective Covenants governing the site of work.
5. Standard Specifications of ASTM as noted herein and as required by the Building Code.
6. All work need to be performed by qualified and experience contractors familiar with this type of project.
7. In case of conflict, the more stringent requirement shall govern.
8. On site Verification of all dimensions and conditions shall be the responsibility of the contractor and sub-contractors. Noted dimensions take precedent over scale of drawings.
9. Engineer or architect of record is to be notified immediately by the contractor should any question arise or any discrepancies be found pertaining to the working drawings and/or specifications.
10. No deviations from these requirements and structural details shall be made without the written approval of Engineer of Record.
Approval by the inspector does not constitute authority to deviate from plans or specifications.
11. The design, adequacy, and safety of erection bracing, shoring, temporary supports, etc., is the sole responsibility of the contractor, and has not been considered by the architect or engineer. The contractor is responsible for the stability of the structure prior to the application of all shear walls, roof and floor diaphragms, and finish materials. The contractor shall provide the necessary bracing to provide stability prior to the application of the aforementioned materials. Observation visits to the site by the architect or engineer of record shall not imply the assumption of any responsibility in this regard.
The builder has requested, contracted with and is compensating Engineer of Record for the limited services of providing the minimum structural drawings required, when combined with the other builders consultants drawings, to obtain a building permit for this project. These drawings are not intended to, nor do they, detail all conditions, identify all materials, or define or limit the scope of work required to complete the project. The builder has requested, accepts, and represents that he will select all materials and manufactures, qualify and select all and installers, direct all ways and means of construction, and provide all subcontractors additional information, above and beyond these drawings, required to complete the project in conformance with all governing agencies and the work will meet or exceed accepted industry standards.
12. Special inspection per Building Code chapter-17 required & applies to the types of work indicated on plans or details.
13. Upon completion of above by the engineer & prior to start of construction, contractor is responsible to check all dimensions, coordinate with the work of architectural, mechanical & other trades to ensure compliance with his/her requirements.

STRUCTURAL STEEL

GENERAL

- All structural steel materials and construction shall conform to the requirements specified in Building Code, Chapter 22 & Reference.
- MATERIALS**
- Steel shall be primed with a rust resistance primer & should conform to ASTM A36 (fy=36 ksi) as a minimum, unless otherwise noted. All W shapes to be ASTM A992. (fy=50 ksi)
- Steel pipe shall conform to ASTM A53, Grade B (Fy=36 ksi).
- Structural tubing shall conform, to ASTM A500, Grade B (Fy=46 KSI).
- All structural welding procedures and materials shall conform to Building Code chapter-19 of CBC 2013. All welding shall be by the shield metal arc welding process or the submerged arc welding process using E70XX-low hydrogen electrodes, unless otherwise noted.
- All bolts for connections of steel members shall conform to Building Code, Chapter 19 & ASTM A325N, unless otherwise noted. Holes for bolts should be drilled or punched & shall be 1/16" larger than bolt diameter.

WELDS

- All shop welding or fabrication must be done in a shop certified by AISC Quality Certification Program and approved by the Building Official.
- All field welding must be performed by a certified welder and a special inspector shall continuously inspect all structural field welding. Both shall be approved by the Building Official.
- When welds from web doubler plates or continuity plates occur in the 'k'-area' of rolled steel columns, the 'k'-area' adjacent to the welds shall be inspected after fabrication by using approved nondestructive methods conforming to AWS-D1.1.
- All NDT inspector shall be qualified as an ASNT Level II certified technician.
- All filler (weld) metal shall have minimum CVN of 20 ft-lbs @ -20° F and 40 ft-lbs @ 70° F.
- The contractor shall submit all Welding Procedure Specifications (WPSs) to be used by contractor on the project. For WPSs that are not pre qualified per AWS D1.1, the Supporting Procedure Qualification Record (PQR) shall also be submitted with the WPS. The contractor shall also submit the manufacturer's product data sheets for all welding material to be used. The data sheets shall describe the product, limitations of use, recommended welding parameters, and storage and exposure requirements, including baking and rebaking, if applicable.
- Welding Procedure Specifications (WPSs) shall be categorized by and specify the following items:
- Steel specifications and grades to be welded,
 - Thickness range of material to be joined,
 - Type of joint,
 - Type of weld (groove, fillet, plug, slot),
 - Size of weld, and
 - Position of welding.

Deviation from the preceding procedures may be made, provided the contractor submits in writing an alternate sequence that is approved by the Engineer and Building Official prior to fabrication.

REINFORCED CONCRETE

GENERAL

- All reinforced concrete materials and construction shall conform to Building Code, chapter 19.
- MATERIALS**
- Cement shall conform to Section 1903 of Building Code and shall correspond to that on which the selection of concrete proportions were based.
- Concrete aggregates shall conform to Building Code Section 1903A.6

Reinforcin

- Reinforcing steel shall conform to ASTM A615. Grade 40 for sizes #3 and #4 and grade 60 for sizes #5 and larger.
Dowels shall be equal in size and spacing.
- Refer to section 1904 of Building Code for special exposure conditions as required by soils engineer & see corrosion engineer's recommendations for concrete exposed to corrosion.

STRENGTH

- Min. $f'c = 4,500$ psi, 28 days and max water/cement ratio of .45.
- Special inspection is required for concrete with $f'c > 2500$ psi.
- All reinforcing, dowels, holdowns, and other inserts shall be secured in position and approved by the local building official prior to the pouring of any concrete.
- Min. concrete cover for reinforcing:
- | | |
|--|-------------|
| a- Concrete, placed against earth not formed | - 3" |
| b- Concrete formed or troweled | - 2" |
| c- Walls and curbs | - 1 1/2" |
| d- Slab on grade | - at center |
- Admixtures in concrete mix. containing calcium chlorides shall not be used.
- Concrete shall be to the strength and slump as specified per structural design and consist of Portland cement ASTM C-150 Type V per soils engineer's recommendations and Building Code section 1904.3 (ACI 318 section 4.3) when concrete is exposed to sulfate containing solutions and aggregates per ASTM C-33, water to be clean and potable.
- Placement shall be in one continuous operation unless otherwise specified and slab surface shall be cured with flints compound or equal or other methods in accordance with good construction practices at contractor's option.
- The bottoms of footing excavations shall be level, clean and free of loose material or water when concrete is placed. Over excavation shall be filled with concrete or properly compacted fill that has been tested and approved by the soils engineer. Back fill shall not be placed until supporting foundations, walls and slab have attained sufficient strength to support lateral soil pressure.
- Concrete placement shall be monolithic in one continuous operation uniform placed and must be vibrated and well consolidated unless shown otherwise on plans. For non-mono pour (non-mono pour is defined by ACI as to what 1st. & 2nd. pour can not be vibrated together), use #4 dowels at 24" o.c. min. 18" into slab and 12" into 1st. pour.
- Requirements for pre-saturation of subgrade soils and daylight setback of exterior footings from any descending slope shall comply with soil report recommendations.
- Finish grade around the perimeter of slab shall be constructed such that rain and irrigation water is drained away from the slab.
- Foundation drawings prepared by Engineer of Record reflect the structural requirements, refer to architectural plans for dimensions depressions, slope shelves patios, stoops and porches not shown. Accuracy of the dimensions and final fit of the building shall be reviewed by the architect and the contractor prior to construction.

SPECIAL INSPECTION

REFERENCE	INSPECTION	CONTINUOUS	PERIODIC	REMARKS
Table 1705A.2.1 (CBC 2013) & AWS D1.1	STRUCTURAL WELDING	X		SEE PLAN DETAILS AT STEEL COLUMNS CAP AND BASE PLATE.
Table 1705A.2.1	HIGH STRENGTH - BOLTS AT STEEL COLUMN CAP & BASE PLATE.		X	SEE STRUCTURAL DETAIL FOR BOLT SPECS
SOILS	GENERAL SOILS REPORT REQUIREMENTS: (e.g. FOOTING DEPTHS, COMPACT ION, SATURATION, ETC..		X	REFER TO SOILS REPORT FOR REQUIRED INSPECTIONS
1707.3 1707.4	EPOXY SYSTEM INSPECTION OF INSTALLATION PROCEDURE & APPLICATION FOR EPOXY SYSTEM.		X	REFER TO MANUFACTURER MANUAL & ICBQ REPORT FOR REQUIREMENTS FOR AREAS OF INSPECTION.
1705.4	MASONRY SIZE, GRADE & TYPE OF REINFORCEMENT. PLACEMENT OF REINFORCEMENT. SIZE OF MASONRY STRUCTURE.		X	SEE STRUCTURAL PLANS FOR REQUIRED INSPECTIONS
CONCRETE Table 1705A.3	SPECIAL INSPECTION REQUIRED FOR CONCRETE OVER f _c '=2500	EACH 150 CLY NOR LESS THAN EACH 5000 SF SLAB		FABRICATE SPECIMEN AT THE FRESH CONCRETE IS PLACED.
CONCRETE Table 1705A.3	REINFORCING STEEL PLACEMENT.		X	

DEFERRED APPROVAL

1. Elements of structure that are marked "by others" shall be excluded from this work permit.
2. General contractor shall first submit separate drawings for the above elements to the FOR for their review and if approved, then submit to the building officials for their review and approval.
3. City approval shall be obtained prior to installation of element subjected to deferred approval.

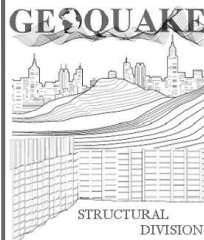
DESIGN CRITERIA	
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1. DESIGN LOADS:
DEAD LOAD = 50psf
LIVE LOAD = 100psf
WIND UPLIFT LOAD = 20psf
GUARDRAIL LOAD
20plf & 200-lbs CONCENTRATED

Exterior Wall Dead Load= 15psf
Interior Wall Dead Load= 10psf
2. SEISMIC FACTORS
 $S_s = 1.369g$
 $S_1 = 0.485$
 $F_a = 1.2$
 $F_v = 1.5$
 $C_s = 0.5$ (assumed worst condition)
3. Wind Speed: 110
Wind Exposure: C
4. Soils Bearing Capacity = 1000psf.

SHEET INDEX

SN - STRUCTURAL NOTES & SPECIFICATIONS
S-1 - BRIDGE STRUCTURAL PLAN
SD1 - STRUCTURAL DETAILS



950 N.TUSTIN AVENUE, SUITE 132
ANAHEIM HILLS, CA 92807
Phone: (800) 275-5098
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WWW.GEOQUAKE.NET

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PROJECT:

PEDESTRIAN
BRIDGE

ADDRESS:

CIVIC CENTER
GARDEN GROVE
CALIFORNIA

SHEET:

STRUCTURAL NOTES

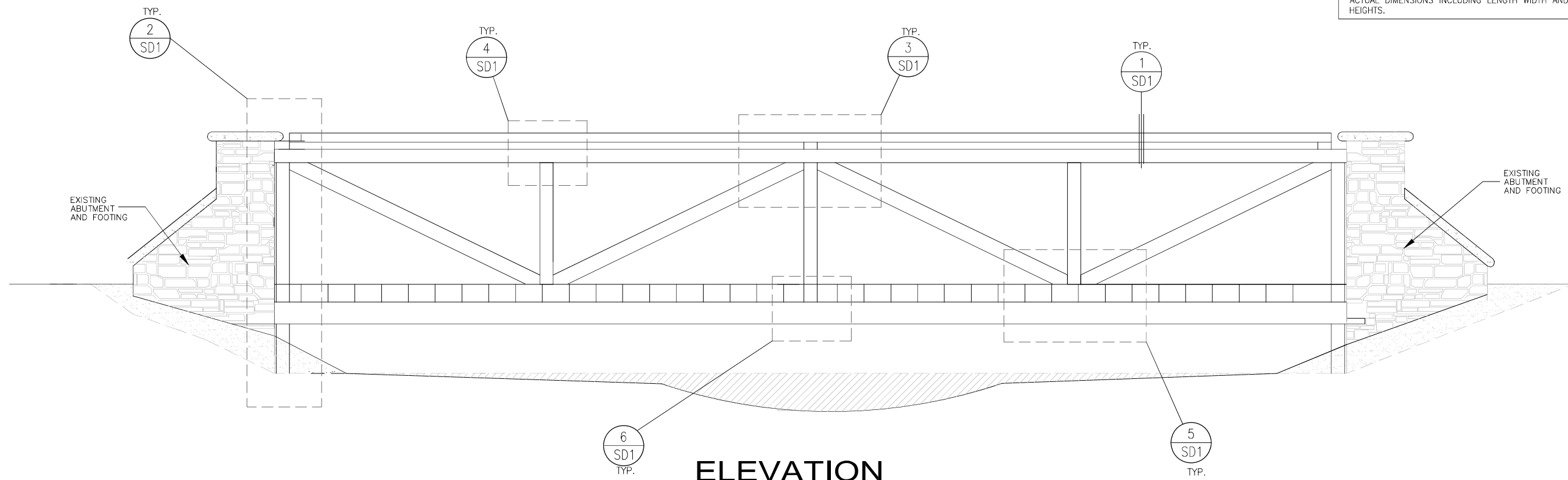
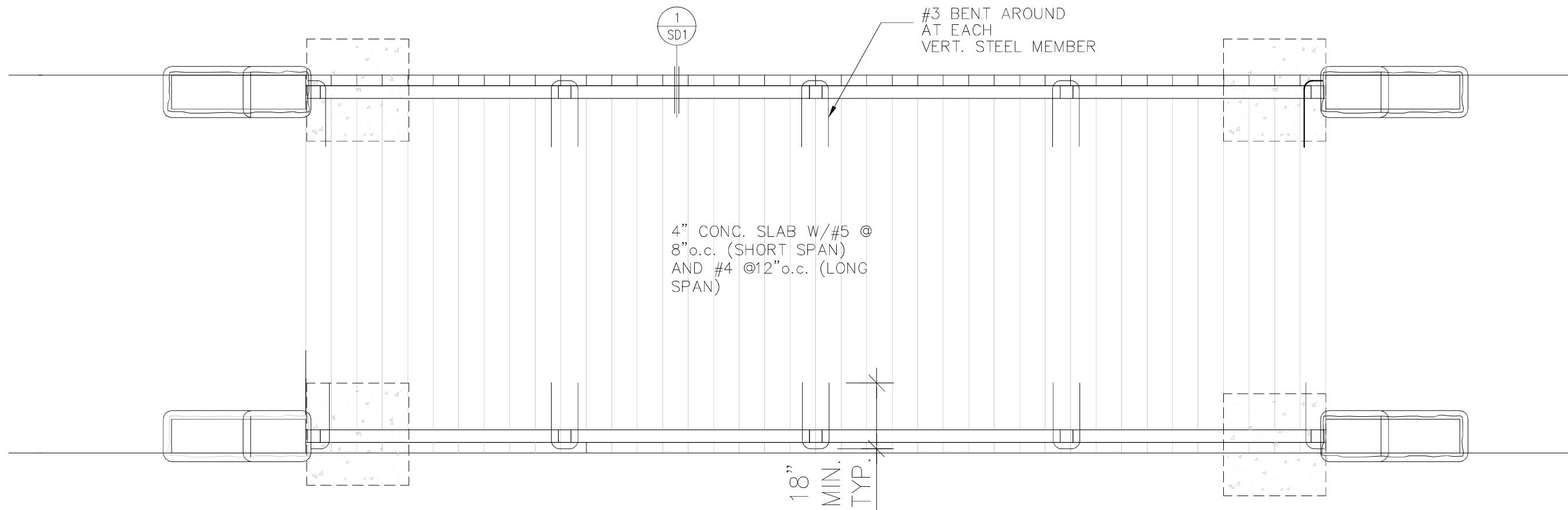
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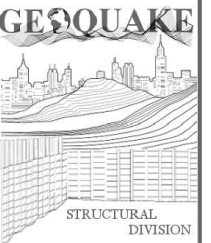
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22-5089ST

SHEET NO.

1 of 3 **SN**



NOTE:
REFER TO LANDSCAPE ARCHITECTURAL PLANS FOR
ACTUAL DIMENSIONS INCLUDING LENGTH WIDTH AND
HEIGHTS.



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REVISIONS:

PROJECT:
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GARDEN GROVE
CALIFORNIA**

SHEET:
STRUCTURAL PLAN

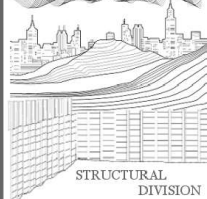
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22-5089ST

SHEET NO.
S-1

2 of 3



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PROJECT:
PEDESTRIAN BRIDGE

ADDRESS:
**CIVIC CENTER
GARDEN GROVE
CALIFORNIA**

SHEET:
STRUCTURAL DETAILS

DATE: 2-14-2022

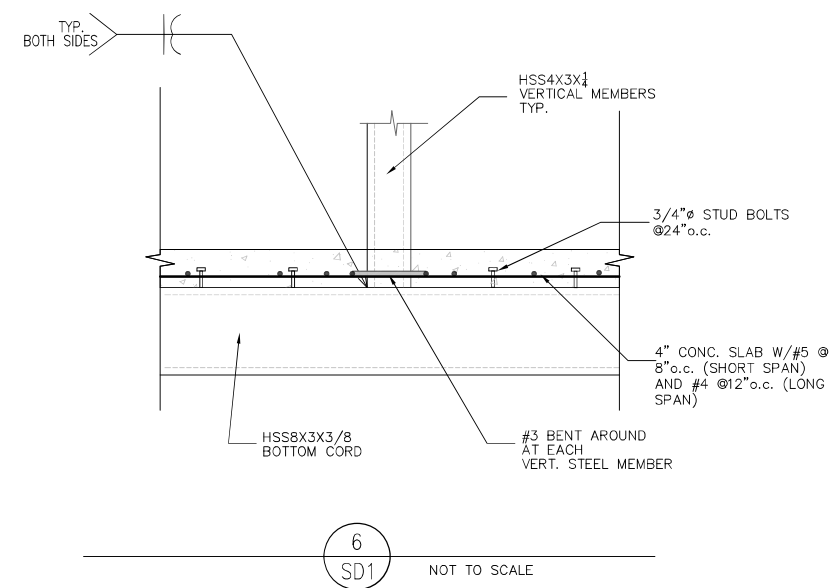
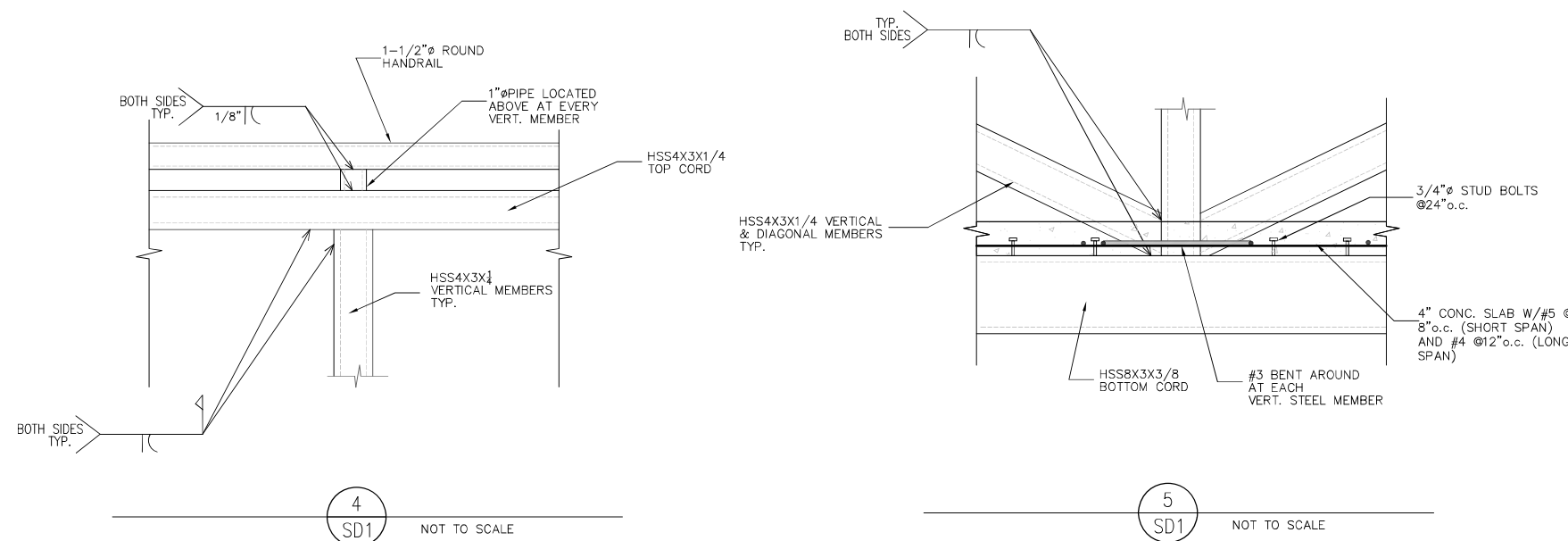
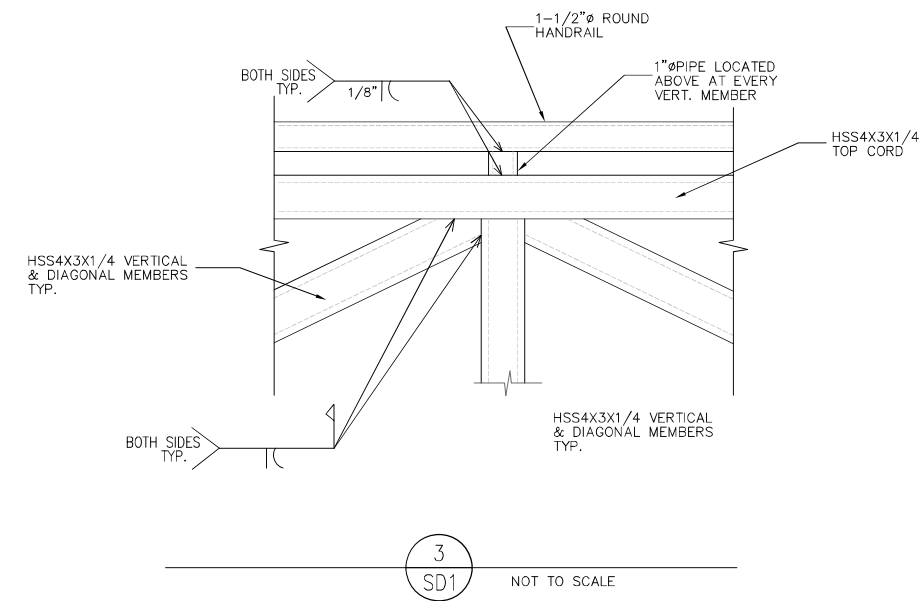
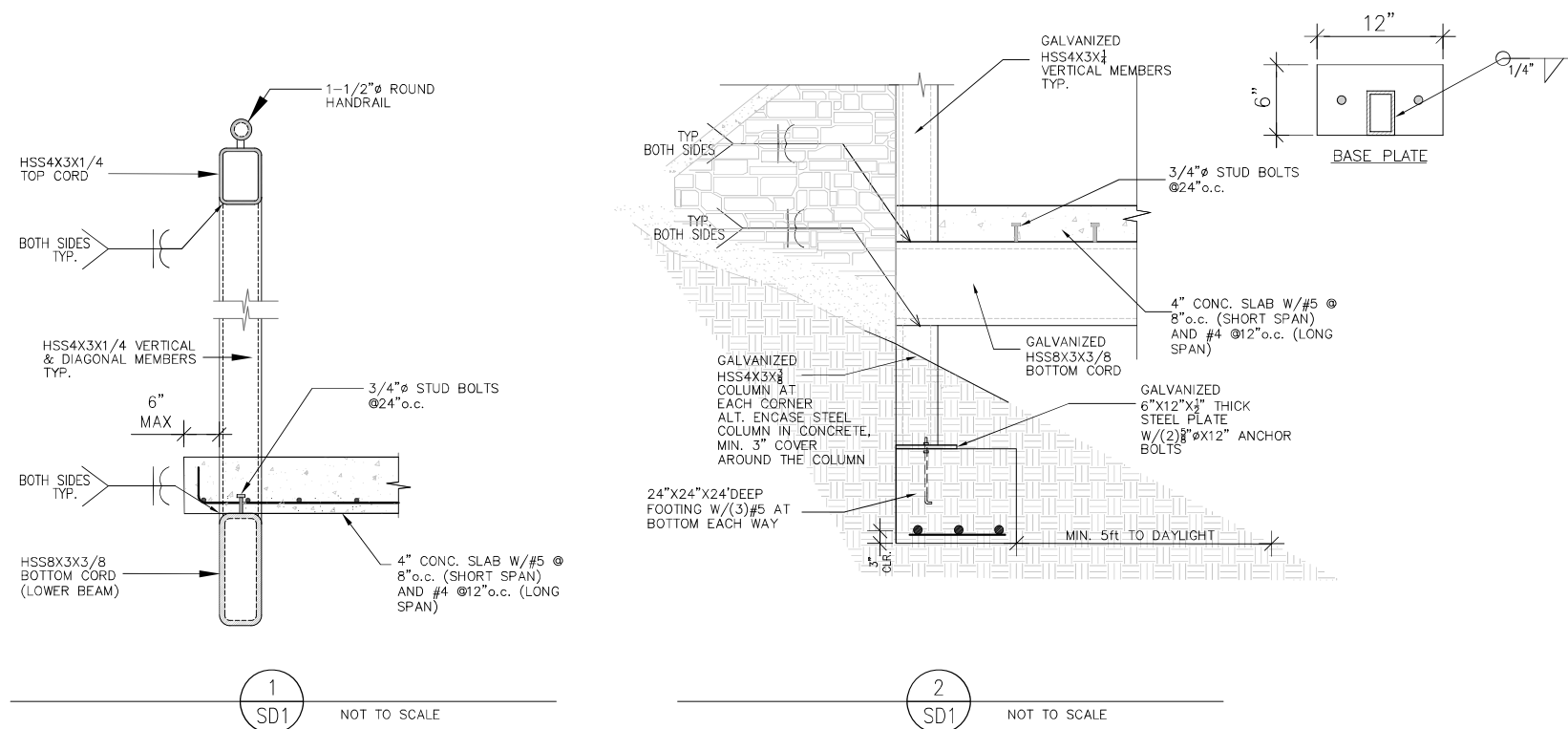
DRAWN: JR

PROJECT NO:
22-5089ST

SHEET NO.

SD1

3 of 3



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award of contracts for on-call professional geotechnical services for capital improvement projects to: Associated Soils Engineering; GMU Geotechnical; and Geocon West. (Cost: \$400,000 each contract) (<i>Action Item</i>)		
		Date:	3/28/2023

OBJECTIVE

To request that City Council award on-call professional geotechnical services for capital improvement projects to: Associated Soils Engineering; GMU Geotechnical; and Geocon West.

BACKGROUND

The City of Garden Grove has various divisions requiring geotechnical services, such as Streets & Storms Drains, Water, and the Sanitary District. Historically, however, the primary demand for geotechnical services has come from the capital projects section. There is a need for geotechnical fieldwork, analysis, reports and studies, materials testing and acceptance, quality assurance testing, and independent analysis of civil engineering designs.

Currently, the City of Garden Grove has neither geotechnical staff nor a laboratory, and therefore needs to engage the services of consultants to meet the various geotechnical needs of capital project design and construction.

DISCUSSION

Staff sent out five (5) requests for proposals to geotechnical firms for on-call geotechnical services and all five (5) consultants submitted a proposal. Staff reviewed the qualifications, work experience and references and found that of Associated Soils Engineering, Inc., Geocon West, Inc., and GMU Geotechnical, Inc., were evaluated as best proposals in responding to the City's request for proposal.

Five (5) proposals were received and found to be responsive. Proposals were rated based on experience, proposed workplan, and work schedule. Bidding vendors and their corresponding scores are listed below.

Company Name	Proposal Scoring				
	Rater 1	Rater 2	Rater 3	Rater 4	Total Score
Harrington Geotechnical	140	133	128	150	551
Petra Geosciences	166	145	142	153	606
Associated Soils	169	173	180	186	708
Geocon West	169	156	161	170	656
GMU Geotechnical Services	169	163	176	183	691

Selected vendor proposals are attached for Council consideration.

FINANCIAL IMPACT

There is no financial impact to the General Fund. Each agreement will be established for a 3-year period in the amount, not to exceed, of \$400,000 each, with two (2) one-year options at \$150,000 per year. Funding for these services will come from the various funds used by Capital Projects and other divisions that require geotechnical services.

RECOMMENDATION

It is recommended that the City Council:

- Award on-call professional geotechnical services for capital improvement projects to: Associated Soils Engineering; GMU Geotechnical; and Geocon West, in the amount of \$400,000 per contract;
- Approve two one year option agreements in the amount of \$150,000 per year for each contract; and
- Authorize the City Manager to execute the contracts, including option year agreements, on behalf of the City, and to make minor modifications as necessary.

By: Mark Uphus, P.E., Sr. Civil Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: Associated Soils Engineering, Inc. Proposal	3/9/2023	Backup Material	Attachment_1_Associated_Soils_Engineering_Inc_Proposal.pdf
Attachment 2: GMU Geotechnical, Inc. Proposal	3/9/2023	Backup Material	Attachment_2_GMU_Geotechnical_Inc_Proposal.pdf

Attachment 3: Geocon West, Inc. Proposal	3/9/2023	Backup Material	Attachment_3_Geocon_West_Inc_Proposal.pdf
Attachment 4: Associates Soils Engineering, Inc. Agreement	3/20/2023	Agreement	Attachment_4_Associated_Soils_Engineering_Inc_Agreement_3-20-2023.pdf
Attachment 5: GMU Geotechnical, Inc. Agreement	3/20/2023	Agreement	Attachment_5_GMU_Geotechnical_Inc_Agreement_3-20-2023.pdf
Attachment 6: Geocon West, Inc. Agreement	3/20/2023	Agreement	Attachment_6_Geocon_West_Inc_Agreement_3-20-2023.pdf

**PROPOSAL FOR
ON-CALL GEOTECHNICAL SERVICES**

Prepared for



**THE CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92842**

**Attention: Mr. Mark Uphus
Senior Civil Engineer**

Submitted By:

ASSOCIATED SOILS ENGINEERING, INC.
2860 Walnut Avenue
Signal Hill, California 90755
(562) 426-7990 Phone
(562) 426-1842 Fax
www.associatedsoils.com

February 2, 2023

February 2, 2023
Proposal No. P23-005

City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92842

Attention: Mr. Mark Uphus
Senior Civil Engineer

Proposal for On-Call Geotechnical Services
City of Garden Grove, California

Ladies and Gentlemen:

In response to the Request for Proposal for On-Call Geotechnical Services (RFP), dated January 9, 2023, Associated Soils Engineering, Inc., is pleased to submit the attached Proposal for your consideration.

Associated Soils Engineering, Inc. (ASE) has provided geotechnical and engineering geologic investigation, design, materials testing and construction testing services for nearly four decades in Southern California and can use the vast experience, information and data gathered over the years to provide quick and cost-effective geotechnical solutions to your project. Our in-house laboratory is certified by The State of California Department of Transportation (Caltrans), AASHTO/CCRL and AMRL (Hot Mix Asphalt, Aggregate, Soil, & Portland Cement Concrete), the State of California Division of State Architect (DSA) and the City of Los Angeles. ASE is Certified as a SBE with the City of Long Beach and as a SLBE with the City of Los Angeles.

ASE will provide exemplary engineering and geologic field exploratory and testing services. Our company will be 1) sensitive and responsive to directions from the City of Garden Grove (City) representative, 2) honest, forthright, and clear in billing and invoicing the City, and 3) dependable with respect to the execution of all project tasks.

Associated Soils Engineering, Inc. has carefully assembled a highly qualified team with the expertise, which allows us to offer a broad spectrum of geotechnical engineering, field exploration and laboratory testing services. ASE has the personnel and experience to provide the geotechnical services described in the Scope of Services of the RFP.

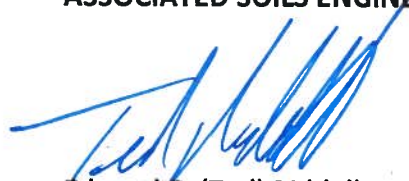
Our team has completed numerous projects for various municipalities (including Garden Grove) within southern California. All of these projects were performed in accordance with relevant federal, state and local codes and requirements pertaining to resident engineering design, laboratory testing, construction inspection, and specialty materials inspection and testing.

Associated Soils Engineering, Inc. is qualified to provide any Geotechnical Engineering, Engineering Geology and/or Materials Testing Services that the City may require. A copy of our Professional Fee Schedule for this project is included under separate cover. This Proposal and accompanying Fee Schedule are valid for at least through the end of the 2014 calendar year.

If there are any questions regarding this Statement of Qualifications, or if you desire additional information or clarification, please do not hesitate to call the undersigned at (562) 426-7990.

Respectfully Submitted,

ASSOCIATED SOILS ENGINEERING, INC.



Edward C. (Ted) Riddell
President, Principal Engineering Geologist
City's Point-of-Contact

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1.0 EXECUTIVE SUMMARY

Overview

The City of Garden Grove is seeking the services of a highly qualified firm having extensive experience in the field of geotechnical observation & testing, laboratory testing and material testing services in conformance with State and Federal laws and regulations. These services would be for "On-Call" services during ongoing and future construction within the City over the next three years.

ASE has the relevant firm experience and licensed team members to perform any geotechnical consulting services necessary in the City. Our staff has a sound understanding of public works and engineering practices, and the ability to translate technical knowledge into project design and comply with related guidelines and regulations. We will provide assurance that materials and workmanship incorporated into each project are in conformance with contract specifications. Therefore, only qualified engineers (RCE, RGE), geologists (PG, CEG) and engineering technicians (Caltrans Certified) using properly calibrated equipment will perform acceptance tests on materials incorporated into the projects.

Firm's Background Information (Company's History)

The firm of Associated Soils Engineering, Inc. (ASE), a California Corporation, was incorporated in 1974, in the State of California. ASE, headquartered in Signal Hill, California, has been in business for nearly 50 years providing services to many municipalities, school districts, as well as private industry throughout Southern California. These facilities are considered among the best in Southern California providing testing services for many competitors as well as for the in-house clients. **ASE's in-house laboratory has been certified by the State of California Department of Transportation (Caltrans – RSP #31) and accepted by Division of State Architect (DSA) under the Laboratory Evaluation and Acceptance program (LEA 224), as well as AASHTO/CCRL and AMRL (Hot Mix Asphalt, Aggregate, Soil, & Portland Cement Concrete) and the City of Los Angeles.**

Associated Soils Engineering, Inc. has a commitment to provide Geotechnical Engineering and soils and materials testing services with a high degree of professional excellence and proficiency. We strive to offer our clients individual attention and provide innovative solutions at a competitive cost, from our headquarters, located in Signal Hill, California. ASE has provided geotechnical design, material testing, and construction testing services for four decades in Southern California and can use the vast experience, information and data gathered over the years to provide quick and cost-effective geotechnical solutions to your project. ASE currently has 14 employees that work directly out of our headquarters in Signal Hill, California. Our staff includes the following professional technical staff recognized by the

State of California: two Certified Engineering Geologists; one Registered Geotechnical Engineer; one Registered Civil Engineer; and one Engineer-In-Training. Each of our technicians is certified by Caltrans for a variety of field testing. Our business hours are Monday through Friday, 7:00 am to 5:00 pm, but personnel are available 24/7 by previous arrangement. ASE is legally permitted and licensed to conduct business in the State of California for the services offered. **ASE is recognized and certified by the City of Long Beach as a Small Business Enterprise (SBE) and the City of Los Angeles as a Small Local Business Enterprise (SLBE).**

2.0 EXPERIENCE

ASE has worked for many years for the City of Garden Grove performing exactly the types of geotechnical services outlined in the RFP.

The following is a list of various recent and current clients requiring similar services performed. Our clients are our best testimonials, and we encourage the City to call upon them for a reference on our performance.

Project Description	Municipality/Contact Name
Caltrans Highway US 101 – Ventura Shoulder Operations Full Depth Reclamation Design & Construction (Geotechnical Investigation, FDR-C Design (2021) and Observation & Testing During Construction (2021- 2022))	Granite Construction 215 Comstock Street Santa Clara, California 52054 Mr. Carlos Ruvalcaba (661) 860-0746
Caltrans Interstate 10 – Beaumont to Cabazon Freeway expansion Full Depth Reclamation Design & Construction (Geotechnical Investigation, FDR-C Design (2020) and Observation & Testing During Construction (2020))	Coffman Specialties 9685 Via Excelencia #200 San Diego, California 92126 Mr. Gus Rios (619) 520-5163
San Marcos Creek District Two Bridges Project Independent Assurance (IA) (Soils, Concrete and Asphalt Testing – Ongoing)	4-Leaf, inc. 2126 Rheem Drive Pleasanton, California 94588 Mr. Roger Cross (310) 889-5924
Street and Utility Replacement/Rehabilitation – Various Projects - Ongoing (Investigation, Design, Soils, Concrete and Asphalt Testing)	City of Bellflower 16600 Civic Center Drive Bellflower, California 90706 Mr. Jerry Stock (562) 804-1424

Project Description	Municipality/Contact Name
Citywide Pavement Design and Street Rehabilitation Projects - Ongoing (Investigation, Soils, Concrete and Asphalt Testing)	City of Lakewood, California 5050 N. Clark Avenue Lakewood, California 90712 Mr. Max Withrow (562) 866-9771
Citywide Pavement Design and Street Rehabilitation Projects - Ongoing (Investigation, Soils, Concrete and Asphalt Testing)	City of Culver City Public Works Department 9770 Culver Boulevard Culver City, California 92842 Mr. Hong Wang (310) 253-5619
Utility Rehabilitation Projects - Ongoing (Soils Testing)	Crescenta Valley Water District 2700 Foothill Blvd. La Crescenta, California 91214 Mr. David Gould (818) 248-3925

Local, State & CBC Standards Experience

ASE has performed geotechnical investigations, observation and testing, laboratory testing, special inspections and material testing services in conformance with local, State (CalTrans, DSA, OSHPD & CBC) and Federal laws and regulations for dozens of municipalities throughout southern California. Our management personnel maintain membership in many professional organizations to stay up to date with Standard of Care issues and the latest advances in their relevant fields. These Professional Societies include, but are not limited to: California Geotechnical Engineers Association, American Society of Civil Engineers, Asphalt Pavement Association, Association of Engineering Geologists and Geological Society of America.

3.0 PERSONNEL

Executive, Project Management, & Accounting

The following key personnel have been assigned to assist the City with any upcoming projects. Our proposed team has the technical expertise and experience that exceeds the minimum requirements outlined in the RFP. ASE's current number of personnel totals 14 employees.

Associated Soils Engineering, Inc. has assembled a very experienced team based entirely out of our Signal Hill, California office. The team will be led by Principal-in-Charge, and Corona del Mar resident, **Edward C. (Ted) Riddell, P.G., C.E.G.**, with support from **Lawrence J.D. Chang, P.E., G.E.** Both are experienced in field investigation, engineering and geological analysis, and construction management with relevant projects.

Other key personnel include **John Whitney, P.G., C.E.G., Senior Project Geologist; Torin Ng, E.I.T., Project Engineer.** Our **Laboratory Manager, Donald Zike** has 45 years experience with our company. Our **Accounting Department** is headed by **Chrystel Lim** who has over 10 years of accounting experience and over 4 years with our company.

A brief summary of qualifications and relevant experience of key personnel identified is provided in the following pages. Copies of their detailed resumes are located in the attached Appendix B.

Project Billing

ASE promises to be honest, forthright, and clear in billing and invoicing. A copy of our current Professional Fee Schedule is enclosed in Appendix A. ASE will maintain the same rates throughout the first year of the contract and through at least the end of the 2019 calendar year.

Key Personnel

The following key personnel have been assigned to assist the City with any potential projects. Copies of the detailed resumes of the key personnel can be found in Appendix B.

Name	Office	Years Practicing	Project Responsibility
Edward C. (Ted) Riddell, P.G., C.E.G	ASE	37	President, Principal Geologist Principal-in-Charge
Lawrence J.D. Chang, R.C.E.	ASE	35	Senior Project Engineer
John Whitney, P.G., C.E.G	ASE	36	Senior Project Geologist
Donald Zike	ASE	45	Laboratory Manager
Torin Ng, E.I.T.	ASE	4	Project Engineer
Craig Weatherholt	ASE	36	Senior Engineering Technician
Phoc Nguyen	ASE	21	Senior Engineering Technician
John Curtis	ASE	15	Senior Engineering Technician

Technical Management

Mr. Riddell, Project Manager or his designated Engineer/Geologist will attend all pre-construction and construction meetings. He will provide guidance and recommendations to the field staff. The Engineering Technician will implement all of the decisions made during the construction meetings. The field compaction procedures will be evaluated and recommendations made where appropriate. Guidance will be provided for the implementation of cost effective construction methods for achieving project milestones. ASE is typically able to staff any project within the City with a minimum 24 hour notice.

Preliminary Geotechnical Investigations & Testing

Associated Soils Engineering, Inc. provides preliminary subsurface investigations both as part of geotechnical engineering projects and as individual engineering geologic projects. These studies include assessments of geologic hazards such as landsliding and faulting, liquefaction, settlement, slope stability, excavation characteristics of rock units, and geologic characteristics of subsurface conditions, including downslope soil creep and subsidence.

Prior to start of construction, our field engineer will walk the construction site to obtain a personal knowledge of the work and verify that construction conforms to approved documents. He will inspect all work before it is covered or closed in as other construction work. ASE will provide specific services based on each specific project, if selected to serve the City. The following is a general description of our methodology for the range of services that we provide for typical projects and minimally incorporates the Scope of Services presented in the RFP:

- Supervision of all work by a registered Geotechnical Engineer and/or a Certified Engineering Geologist (depending on the work envisioned by the proposal).
- All soil technicians shall be certified by Caltrans for federal or state funded project.
- Perform subsurface exploration and analysis, including in-place moisture and density tests, laboratory maximum density and optimum moisture tests, sieve analysis, R-value determination, direct shear tests, consolidation or collapse tests, and other required tests.
- Review of existing geotechnical/geologic maps, reports and any other available related documents.
- Review project plans and specifications through the design process, with consideration of geotechnical issues such as materials testing and suitability.
- Provide geotechnical evaluation and recommendations on, including, but not limited to, grading, earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, slope stability, pavement design, trench backfill, retaining wall design, environmental concerns, removal of unsuitable materials, etc.
- Investigate and analyze existing pavement conditions using pavement coring and soil borings and sampling. Pavement corings and soil and structural pavement sections to be considered for the project. ASE will record the pavement and base thicknesses of each coring and record in-situ soil type, weight, moisture content, relative compaction, etc., at a minimum 2 feet (2') and 5 feet (5') depth, or as recommended by the Geotechnical Engineer supervising the investigation. Boring logs shall be prepared and presented in a report along with all test results and recommendations for replacement

structural section, overlay thickness, and/or rehabilitative repair strategy. Consideration for the effect of any overlay recommendations upon the existing street profile, cross section and or highway drainage shall be addressed.

- Prepare and submit final geotechnical reports and logs of exploratory borings and results of laboratory testing.
- Prepare and submit scale plans showing locations and identifications of the borings and other required geotechnical information.
- Provide geotechnical support for full-depth reclamation process using the outline attached to the RFP for the Block Cracking Mitigation Procedure.
- Maintain proper safety practices and procedures, especially when working street and intersections.
- Prepare and perform all in-place/laboratory tests, sampling, and reports in accordance with Caltrans, FHWA and other applicable agency procedures, policies, regulations, requirements, and formats.
- Perform all duties in a manner that promotes the cost-effective execution and progress of construction on construction projects.
- Provide clear invoices with project name, number, purchase order number, date, limits and work performed.
- Notify Underground Service Alert prior to the start of any subsurface exploration work. The Consultant shall submit a traffic control plan to the City for review and obtain a permit to operate and conduct explorations within the public right-of-way.
- Obtain all necessary permits to enter and perform investigations on private properties from property owners, as required by the City.
- Provide asphalt batch plant inspection involving observation, testing and analysis for asphalt being delivered to Garden Grove jobs. ASE shall verify mix design aggregate gradation, determine binder content and stability values with written report within 48 hours.
- Alert project engineer immediately upon finding test results that fail to comply with material or testing requirements included in the project contract documents.
- Provide observation, documentation and recommendations for the processing of in-place cement treated base via full-depth reclamation. Any matters of concern will be promptly brought to the attention of the project engineer.

Additionally, ASE can provide office and field assistance during bidding and construction periods, if the need for such assistance arises. Associated Soils Engineering, Inc. (ASE) specializes in the application of engineering services to all aspects of various geotechnical evaluations.

Seismic Studies

Members of our staff and consultants team have performed Alquist-Priolo Special Seismic Zone studies for many of the faults in Southern California. These studies enable projects to be designed to accommodate and mitigate the presence of active and potentially active faults on numerous sites, which results in maximum utilization of land while incorporating seismic safety.

These studies provide seismic design criteria for many facilities including high-rise buildings, hospitals, dams, projects on ground susceptible to liquefaction and projects located on or adjacent to faults. The results of the seismic studies normally yields recommendations for mitigating earthquake hazards.

Evaluation of Excavation

Our engineering technician shall inspect and evaluate excavation of trenches and/or subgrade during any proposed improvements. When warranted, inspections will be supplemented by our Engineering Geologist or Professional Engineer. The objective of the inspection is to ensure that the excavation for the proposed structure has exposed competent material at the bottom. If excavation results in exposure of saturated, incompetent material at the bottom, proper remediation measures will be recommended. The sides of the excavation will be inspected for any seeping water. During field observation, a technician will observe maximum permissible length of open trench, maximum and minimum width of trench, and safe access to trenches, removal and replacement of surface improvements (curbs, sidewalk, driveways, AC pavements etc.) dewatering operations, and bracing excavation.

Evaluation of Imported Earth Material to be Used as Fill

The assigned engineering technician will collect samples of the proposed fill material and take them to the soils laboratory. Appropriate soil classification tests will be performed to determine whether the fill material meets project specifications. He/she will observe the condition of the imported materials. The presence of rocks, broken concrete, or other solid material that is larger than the specified dimension (generally 4 inches) shall be brought to the knowledge of the contractor for its replacement. The contractor shall be requested to break the clods or hard lumps of earth materials greater than the required dimension before compacting the material in fill.

Evaluation of Compaction Procedures

The technician shall also evaluate the compaction procedure of backfill of any excavations to ensure that the project specifications have been followed. He/she shall inspect to determine whether the fill material is being placed in horizontal layers and is compatible to the type of compacting equipment. The compactors used for achieving the right degree of relative compaction may be sheepfoot rollers, pneumatic-tired rollers, or any other mechanical equipment, compatible to the type of fill materials used for backfilling operations. The field technician will also inspect the moisture content of the fill material in order to ensure that the specified relative compaction is achievable with the inspected moisture content.

Testing of Compaction, Moisture Content, etc.

Our technician shall conduct compaction tests by Sand Cone Testing Method (ASTM D1556) and Nuclear Method (CAL 216/231, ASTM D 2922) to determine the relative compaction. Generally, a minimum of one compaction test will be conducted at every 300 feet of trench or lane of roadway, and backfill at 2 feet deep intervals depending upon the type of structure.

During the progress of our work, our engineering technician will prepare daily field reports. A copy of these reports will be submitted to the construction manager/resident engineer on a daily basis. The report will include a written summary of the day's activities, a summary of all field-testing performed, and a listing of outstanding failing tests which have not been reworked/retested. In addition, the location of all field density tests taken during the project will be plotted on a set of plans that is maintained by the field technicians on the site. The construction manager will be notified of any concrete breaking results which do not meet the required strength within 24 hours.

Testing time and the associated fees can be minimized by proficient and timely work by the Contractor and by coordination of the Project Manager with the Project Director, City Inspector, County Inspector and our team's Engineers and Technicians. When a larger number of tests are scheduled at one time, greater efficiency can be achieved, resulting in lower overall fees.

ASE assumes and expects that it is the contractor's responsibility to abide by all laws and regulations (CAL-OSHA) in providing for a safe workplace for site personnel. This includes, but is not limited to, providing shoring or other protective means necessary to allow our soils technician to safely perform the required work.

Special Inspection Services

Special Inspections will be conducted by our inspector to the satisfaction of District officials. Our special inspectors are qualified in Hot Mix Asphalt (HMA), structural steel, structural welding, structural masonry, batch plant inspection, rebar placement, epoxy anchors or dowel testing and piles installation operations. ASE will observe the work assigned for conformance to the approved design drawings and specifications. Our special inspectors will prepare inspection reports and submit to the City's representative. He/she will notify the Contractor of any discrepancy for correction. A final report, signed by the Engineer, stating the work is performed in conformance with the project specifications shall be submitted to the appropriate manager in charge.

Laboratory Testing

ASE's engineering technician will collect representative soil samples used for fill and backfill; and conduct laboratory testing to determine soil classification, maximum density and optimum moisture content, sand equivalent, and classification of aggregate base materials and bituminous paving mixtures to ensure compliance with the contract specifications and standards. Additionally, ASE has the personnel and experience to provide the laboratory testing and reporting services to comply with the Block Cracking Mitigation Procedure developed by the City and presented as an attachment to the RFP. **ASE's in-house laboratory has been accepted by the State of California Department of Transportation (Caltrans) and Division of State Architect (DSA) under the Laboratory Evaluation and Acceptance program (LEA 224), as well as AASHTO/CCRL and AMRL (Hot Mix Asphalt, Aggregate, Soil, & Portland Cement Concrete) and the City of Los Angeles.**

Our laboratory meets with applicable ASTM and Caltrans procedures. Some of the Laboratory tests offered include:

- Maximum Density-Optimum Moisture Determinations
- Consolidation Tests
- Direct Shear Tests
- Expansion Index Tests
- Sulfate Content Tests
- Atterberg Limits Determinations
- Sand Equivalent Tests
- R-Value Tests
- Sieve Analyses
- Hydrometer Analyses
- Specific Gravity Tests
- Permeability Tests
- Materials Testing

- Concrete Compression Testing
- CBR Test
- Asphalt Concrete Mix Design by Marshall or Stabilometer Method
- Field Density for Compacted Mix
- Extraction of Bituminous Materials
- Ignition Oven Determination of Various Types of Asphalt Binder Contents

Report Preparation

At the completion of our services for a given project, ASE will prepare a report that will summarize all of the work performed on the project. The report will include our observations during construction, results of our field and laboratory testing, and a conclusion as to the project's compliance with the contract plans and specifications. Four (4) copies of the final summary report containing full records and documentation of the geotechnical and field testing work performed will be provided.

Subcontractors

In the course of Geotechnical Investigations, ASE would often need to hire subcontractors for the boring excavations as well as for traffic control. Drilling companies often utilized by ASE include Choice Drilling, Inc., Martini Drilling, Inc. and Hamilton Drilling, Inc. for hollow stem auger drill rigs and Al-Roy Drilling, Inc. for bucket auger drill rigs. Traffic Control plans and onsite services are generally subcontracted to E-Nor Innovations, Inc. Occasionally it is desired to test soils for contamination. ASE utilizes Advanced Technology Laboratories (ELAP No. 1838) for lab testing and SCS Engineers Environmental Consultants if any environmental recommendations are needed.

4.0 FIRM RESOURCES / CAPABILITIES

ASE is uniquely qualified to provide the geotechnical services outlined in the RFP to the City of Garden Grove. Our team of Engineers and Geologists has over one hundred combined years of experience in all manner of geotechnical engineering, engineering geologic and material testing services. Within the last ten years ASE has provided geotechnical and material testing services on hundreds of municipal projects.

Current Workload

Currently, ASE has on-going and incoming projects of various workloads. ASE is capable of completing these tasks, as well as any incoming City tasks. ASE responds to our client's needs with planning and assigning a management team tailored to meet the specific requirements and deadlines of each project. To accomplish this goal, a project manager is assigned during proposal preparation, will be responsible for the day-to-day project activities and for planning, coordinating, scheduling, and meeting budget requirements. ASE has a commitment to

provide geotechnical Engineering services with a high degree of professional excellence and proficiency. ASE anticipates over the next 6 to 12 months expanding our personnel, as necessary, to accommodate any increase in workload due to incoming projects from the City.

Insurance

ASE maintains in full force and effect, insurance policies covering General Liability, Automobile Liability, Professional Liability and Worker's Compensation.

Contact Information

Name of Proposed Project Manager	Edward C. (Ted) Riddell
Name of Firm	Associated Soils Engineering, Inc.
Address	2860 Walnut Avenue Signal Hill, California 90755
Office Phone No	(562) 426-7990
FAX No	(562) 426-1842
Email	ted@associatedsoils.com

Corporate Information

Legal Name of Firm	Associated Soils Engineering, Inc.
Legal Entity	California Corporation
Federal Tax ID No	95-2896496
Company Owner	Edward C. (Ted) Riddell

APPENDIX A

PROFESSIONAL FEE SCHEDULE



JANUARY 2023 FEE SCHEDULE

ENGINEERING & TECHNICAL SERVICES (Rate per Test)

Principal Engineer/Geologist	\$ 200.00	Certified Pile Inspector (Drilled/Driven/Tieback)	\$ 130.00
Project Engineer/ Geologist	\$ 180.00	Registered Deputy Inspector (ICC, DSA, Cities, Counties etc.)	\$ 125.00
Staff Engineer/Geologist	\$ 160.00	Registered Deputy Grading Inspector (ICC, Cities, Counties etc.)	\$ 120.00
Supervising Technician (Lab/Field)	\$ 130.00	Laboratory Technician	\$ 95.00
Field Technician	\$ 95.00	Technical Typist	\$ 90.00
Field Technician/Deputy Inspector (Prevailing Wage)	\$ 145.00	Technical Illustrator	\$ 90.00
Field Support Services	\$ 90.00	Field/Lab Assistant	\$ 90.00
Office Services	\$ 90.00	Expert Witness (Preparation & Court - 4 hr. min.)	\$ 650.00
Soil-Cement Mix Design and Testing	Quote (min. \$3,500)		

LABORATORY TESTING & CORING SERVICES (Rate Per Test)

Classification & Index Tests		Compaction & R-Value Tests	
Sand Equivalent (Cal 217 or ASTM D2419)	\$ 95.00	Max Density/Opt. Moisture ASTM D1557 (Method A and B)	\$ 210.00
Atterberg Limit (LL&PL per ASTM D4318-D84)	\$ 200.00	Max Density/Opt. Moisture ASTM D1557 (Method C)	\$ 240.00
Shrinkage Factors (ASTM D427)	\$ 150.00	Max Density/Opt. Moisture California 216	\$ 210.00
Sieve Analysis including Hydro (ASTM D422)	\$ 185.00	R-Value Natural Soil (Cal 301 or ASTM 2844)	\$ 325.00
Sieve Analysis - retained 200 mesh	\$ 120.00	R-Value Cement or Lime treated Soil (Cal 301 or ASTM 2844)	\$ 350.00
200 Wash	\$ 75.00	R-Value Aggregate Base (Cal 301 or ASTM 2844)	\$ 350.00
Moisture Content (ASTM D2216)	\$ 40.00	CBR (ASTM D1883) - Soil	\$ 370.00
Moisture Content & Dry Density - Ring (D2937)	\$ 60.00	CBR - Base	\$ 450.00
Moisture Content Dry Density - Shelby Tube	\$ 60.00	Consolidation & Expansion Tests	
Specific Gravity - Soil	\$ 180.00	Consolidation ASTM D2435 (Method A)	\$ 220.00
Strength Tests		Consolidation ASTM D2435 (Method B)	\$ 380.00
Direct Shear UU (1 point)	\$ 120.00	Time Rate per Load Increment	\$ 65.00
Direct Shear UU (3 points)	\$ 225.00	Expansion Index (2.5" Diameter Specimen)	\$ 145.00
Direct Shear CD (3 points)	\$ 260.00	Expansion Index (4.0" Diameter Specimen)	\$ 165.00
Unconfined Compression	\$ 290.00	Single Load Swell or Collapse Test	\$ 150.00
Residual Shear (3 Shear)	\$ 280.00	Asphalt Concrete Tests	
Soil Chemistry Tests		Mix Design by Marshall or Stabilometer Method	Quote
Sulfates	\$ 95.00	Field Density for Compacted Mix (Cal 308) ≤ 4" diameter each	\$ 75.00
Chlorides	\$ 95.00	> 4" diameter each	\$ 85.00
Ph	\$ 95.00	Thickness of Compacted Mix	\$ 50.00
Resistivity	\$ 120.00	Theoretical Max. Sp. Gravity & Density of Bituminous Mixtures (ASTM D 2071)	\$ 210.00
Corrosivity Suite (So ₄ , Cl, pH, Resistivity)	\$ 340.00	Extraction of Bitumen Mat., % Oil in mix (ASTM D2172, Meth. A)	\$ 190.00
Diamond Coring		Maximum Density Determination (Cal 304, 2 pt. Avg.)	\$ 230.00
2" to 6" Diameter	\$ 90.00	Stability Value (Cal 366) - 3 Points	\$ 330.00
8" to 9" Diameter	\$ 100.00	Extraction of Bitumen Material by Ignition Method	\$ 260.00
Hourly Charge Portal-to-Portal/Standby Time	\$ 200.00	Aggregate & Base Course Tests	
Minimum Charge	\$ 380.00	Durability of Aggregate (Cal 229)	\$ 320.00
Compression Tests		Sieve Analysis, Fines Only (ASTM C136)	\$ 120.00
Compression Test 6"x12" Cylinders incl Hold (ASTM C39) each w/ cert.	\$ 30.00	Sieve Analysis, Fines & Coarse (ASTM C136 or (Cal 202)	\$ 170.00
Compression Test, 2", 4" and 6" Cores (ASTM C42) each	\$ 80.00	Cleaness Value CTM 227	\$ 165.00
Mortar Compression each	\$ 45.00	Sp. Gravity, Fine aggregate incl. % Absorption (ASTM C128)	\$ 180.00
Grout Prism Compression each	\$ 60.00	Sp. Gravity, Coarse Aggregate incl. % Absorption (ASTM C127)	\$ 160.00
Masonry Prisms (set of 4)	\$ 200.00	Abrasion Resistance-LA Rattler, 100-500 rev. (ASTM C131)	\$ 290.00
Shotcrete Panel (incl. coring, capping and breaking up to 4 cores)	\$ 350.00		

BASIS OF CHARGES

Regular Hours: Monday to Friday-7:00 AM to 4:00 PM

Overtime Hours: 1.5 times regular rate over 8 hours per day, night shifts and Saturdays. 2 times regular rate on Sundays, Holidays and work days over 12 hours.

Minimum Charge: 2-hour minimum for show-up if not cancelled two (2) hours prior to arrival. 4-hour minimum if inspection is greater than four (4) hours.

Charges for all field work will be computed on a portal-to-portal basis and all portal-to-portal technician mileage is billed at \$0.80/per mile. Field work will be billed on a time and material basis unless quoted otherwise.

Advance Notification: A **minimum 24-hour lead time**, excluding week-ends and public holidays, is required from the Client for any field or laboratory services requested.

On **prevailing wage projects**, client must provide correct project DIR number when initiates the request for service. In compliance with CA DIR law, client also needs to provide **72-hour advance notice** when scheduling for field service.

Laboratory Tests: Laboratory test rates listed above exclude time and material cost of obtaining the samples. Outside equipment/services, if applicable, will be billed based on ASE's cost plus 15%. **Rush laboratory tests** will require client's written approval for laboratory technician overtime rates.

Signature: If client's site supervisor is not on site to sign the Daily Reports prepared by ASE's technicians/deputy inspectors prior to their departure from site, ASE's technicians/deputy inspectors have been instructed to write "not on site" on all such reports. The content and chargeable time presented on such reports will be considered acceptable to Client **UNLESS** prior arrangement of acknowledging such reports is made by the client and agreed to by ASE. If ASE's technicians/deputy inspectors are requested by the client to wait/find a signator (including going to another site and/or returning at another time), the client will be charged for the time rendered by ASE's technicians/deputy inspectors at our regular hourly rates.

Engineering reports (up to 5 copies) shall be billed on a time and material basis with a **minimum charge of \$600.00**. Additional copies will be furnished at a cost of \$0.75 per page, plus \$20.00 for binding. Any plan/report that requires the signing/stamping of a CA-registered Civil Engineer or Geotechnical Engineer will be billed a minimum of one hour of the current Principal Engineer rate.

Fees charged are for professional and technical services and are due upon presentation. If not paid within thirty (30) days of invoice, they are considered past due and a finance charge of 1½% per month will be added to the unpaid balance (18% annual rate).

APPENDIX B

RESUMES OF KEY PERSONNEL

EDWARD (TED) RIDDELL, P.G., C.E.G
PRESIDENT, PRINCIPAL GEOLOGIST

EDUCATION

B.A., Geological sciences, University of California, Santa Barbara, California, 1985

PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

Professional Geologist, California, # 5657

Certified Engineering Geologist, California, # 1775

QUALIFICATIONS AND EXPERIENCE

Mr. Riddell has over 35 years of experience in all phases of geotechnical projects. He has managed or worked on projects for public and private sectors including planning, geologic mapping, coordinating, conducting and writing of preliminary investigations, supervision, direction of field personnel and site inspections during grading to final drafting and report writing of completed projects.

Representative geotechnical projects that have been directed or managed by Mr. Riddell include:

- **City of Santa Fe Springs, Los Angeles County, California** – Project Manager/Engineering Geologist for Pavement Rehabilitation/Reconstruction of 10 Commercial/Light Industrial Streets, existing pavement evaluation & recommendations for rehabilitation or replacement, visual evaluation of pavements, coordinate AC coring and soil borings, analyze laboratory data, preparation of report including evaluation of subgrade soils, pavement overlays and new pavement sections.
- **City of Garden Gove, Orange County, California** – Project Manager/Engineering Geologist for Pavement Rehabilitation/Reconstruction of 8 City Streets varying from local residential streets to collectors and arterials, existing pavement evaluation & recommendations for rehabilitation or replacement, visual evaluation of pavements, coordinate AC coring and soil borings, analyze laboratory data, preparation of report including evaluation of subgrade soils, pavement overlays and new pavement sections.
- **City of Seal Beach, Orange County, California** – Project Manager/Engineering Geologist for Pavement Rehabilitation/Reconstruction of Beverly Manor Drive, existing pavement evaluation & recommendations for Full Depth Reclamation (FDR), coordinate AC coring and soil borings, analyze laboratory data, preparation of report including evaluation of subgrade soils, pavement overlays and new pavement sections, followed by management of the operations of the geotechnical personnel (field & Lab) during the reclamation and new pavement overlay for the project.
- **La Habra, Orange County, California** - As project geologist, Mr. Riddell performed a geotechnical investigation for a 400+ acre master planned residential/golf community on a former oil field, followed by management of the operations of the geotechnical personnel during the rough grading of the project. Duties during grading included field geologic mapping, large ancient landslide complex removals and stabilization, slope stability analyses, in-grading recommendations for remedial grading, and preparation of geotechnical reports and geologic maps.

PROFESSIONAL HISTORY

President, Principal Engineering Geologist, Associated Soils Engineering, Inc., Signal Hill, California
Staff and Project Geologist, GeoSoils, Inc., Santa Ana, California

PROFESSIONAL SOCIETIES

Association of Engineering Geologists

California Geotechnical Engineers Association

Asphalt Pavement Association



SOILS ENGINEERING, INC.

LAWRENCE J.D. CHANG, P.E.

VICE PRESIDENT - SENIOR ENGINEER (CA RCE 67987, RGE 2881)

EDUCATION

PhD. Candidate Geotechnical Engineering, Nanyang Technological University, Singapore, 1997

M.S. Geotechnical Engineering, University of California, Davis, 1988

B.S. Civil Engineering, Chung Yuan Christian University, Taiwan, 1983

QUALIFICATIONS AND EXPERIENCE

- **Associated Soils Engineering, Inc. (ASE), Signal Hill, CA** – Supervision and management of soils and materials testing laboratory; implementation and enforcement of QC policy; review and certification of QC & QA testing and inspection documents; field inspection, certification and evaluation; roadway pavement design. Management/involvement of extensive public works projects such as City of Cerritos Roadway Rehabilitation Project, City of Hawthorne Municipal Airport Roadway Rehabilitation, Fed Ex-LA Hub Pavement Rehabilitation, City of Bellflower Municipal Improvement Project, Rowland Water District Capital Improvement Project.
- **Testing Engineers, Santa Ana** – Co-ordination & supervision of project implementation & budget, geotechnical site investigation, engineering analysis & report writing presentation and negotiation of project proposals and contracts with clients. Management/involvement of projects such as Ynez Bridge Widening in Temecula, Santa Clarita Medical Building in Santa Clarita, Marion Knotts Studio/Athletic Field/Parking Structure/Student Residence at Chapman University in Orange, Saugus High School in Santa Clarita, The Crossing Church in Costa Mesa, Fed Ex Ground- L A Hub Pavement Rehabilitation in Los Angeles, Harbor Blvd. Rehabilitation in La Habra, Sewer Main Replacement in Canyon Lake, First American Capital Development in Santa Ana, and Gym Expansion at Biola University in La Mirada.
- **Synergy World Group Ltd., Taiwan** – Overall project co-ordination, administrative, personnel and budgetary responsibility of geotechnical and geo-environmental projects in Malaysia and Greater China. Initiation, compilation, presentation and negotiation of project proposals or contracts for residential, commercial, industrial and infrastructure projects. Geotechnical & geo-environmental value engineering study & appraisal. Participation of projects such as TAIPEI 100 Building, Taiwan High-Speed Railroad Project, and North-South Highway Slope Stabilization in Malaysia.
- **RoyalHub Pte. Ltd., Singapore** – Infrastructure project proposals and planning for government agencies. Township planning & construction in China incorporating advanced geotechnical and geo-environmental engineering features. R&D project leader in re-utilization of recycled industrial wastes for geotechnical application.
- **Shin Hwa Cheong Development. Co. Pte. Ltd, Singapore** – Overall in charge of planning, design, and construction phases of various commercial and residential projects in Singapore, Malaysia and China. Development of innovative construction method in deep excavation in very soft clay.
- **Professional Service Industries, Inc., San Diego** – Participation as project engineer in projects such as Denver International Airport, Orange County Juvenile Court and Detention Facility, Camp Pendleton Marine Corp Base, hospitals in Azusa and Thousand Oaks, Hesperia High School in Riverside, golf resort in Rancho Mirage, New Civic Center in Escondido, and San Francisco International Airport Expansion.
- **American Engineering Lab., Inc. San Diego** – Participation of on-site drilling, sampling and logging, pile driving inspection (both land and marine based), caisson drilling inspection, fill earth compaction testing, laboratory testing result analysis and geotechnical investigation report writing, groundwater percolation sampling & monitoring.



JOHN R. WHITNEY, P.G., C.E.G
SENIOR PROJECT GEOLOGIST

EDUCATION

B.S., Geology, California Lutheran University
Post-Graduate Studies, California State University, Los Angeles

PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

Professional Geologist, California, #6661
Certified Engineering Geologist, California, #1929

QUALIFICATIONS AND EXPERIENCE

Mr. Whitney, a registered engineering geologist with over 22 years of professional geotechnical experience, specializes in geotechnical investigations, construction observation and structural distress investigations. He has worked on or managed a wide range of geotechnical projects involving private and public sector clients in Ventura, Los Angeles, Orange, San Bernardino, Riverside, and San Diego Counties. Projects have included residential and commercial development, water tanks, earth dams, and distressed ground stabilization. Mr. Whitney is regularly involved in development projects from early conceptual stages through final construction stages.

- As soils technician and field, staff and project geologist, observed and tested fill placement, performed geologic observations, provided remedial grading recommendations, managed field personnel, directed materials testing/inspections, and prepared final geotechnical reports. Projects have included residential development, commercial buildings, schools and dams. Many of these projects have involved earthwork in excess of one million cubic yards each.
- As field, staff and project geologist, managed and performed preliminary geotechnical investigations designed to identify and develop mitigation recommendations for landslides, earthquake faulting, liquefaction, ground settlement, high groundwater tables, and other geologic hazards. The work performed included geologic field mapping, aerial photograph analysis, exploratory excavations (borings and trenches), and geophysical remote sensing; interpretation of field data collected; and the preparation of reports, geologic maps and cross sections. The above work has been performed for single-family residential, large residential tract developments, commercial buildings, schools, hospitals, and public works projects.

JOHN R. WHITNEY, R.G., C.E.G
SENIOR PROJECT GEOLOGIST

QUALIFICATIONS AND EXPERIENCE (continued)

- Performed slope distress investigations, including surficial failures and landslides, to determine cause and recommendations for repair.
- Performed structural distress investigations for residential and commercial buildings to determine cause of distress and recommendations for repair.

PROFESSIONAL HISTORY

Senior Project Geologist, Associated Soils Engineering, Inc., Signal Hill
Associate Geologist, Petra Geotechnical, Inc., San Diego and Costa Mesa
Soils Technician, Staff and Project Geologist, GeoSoils, Inc., Santa Ana

PROFESSIONAL SOCIETIES

Association of Engineering Geologists
South Coast Geologic Society
San Diego Association of Geologists

TORIN NG, EIT
STAFF ENGINEER

EDUCATION

B.S., Civil Engineering, California State University Long Beach, California, 2019

PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

Engineer in Training, California, # 165999

QUALIFICATIONS AND EXPERIENCE

Mr. Ng has experience in all phases of geotechnical projects. He has managed or worked on projects for public and private sectors including planning, coordinating, conducting and writing of preliminary investigations, field exploration, laboratory testing, engineering analysis, geological and seismic hazard assessment, supervision, direction of field personnel and site inspections during grading to final drafting and report writing of completed projects. Laboratory coordination, documentation, certification.

Representative geotechnical projects that Mr. Ng has participated in include:

- **Beaumont/Cabazon, Riverside County, California** – Staff Engineer/Field Technician for Pavement Rehabilitation/Reconstruction of Interstate 10 medians from 10/60 interchange to the 10/111 interchange. Soils classification, testing and evaluation of subgrade and pulverized material during preliminary mix design phase. Development, implementation and enforcement of QC policy for FDR-C operations; review and certification of QC & QA testing and inspection documents; field inspection, certification and evaluation; coordinate soil borings, analyze laboratory data, preparation of report including evaluation of production pulverized/mixed FDR-C material. Coordinate/compile/analyze field QC data from production for presentation to Caltrans.
- **Littlerock Area, Los Angeles County, California** – Field Technician for Cement Stabilized Soil (CSS) VECP of State Route 138 expansion from 10/60 interchange to the 10/111 interchange. Soils sampling, classification, testing and evaluation of in-situ basement material. QC field inspection/testing, certification and evaluation; analyze laboratory data, preparation of report including evaluation of field sampled CSS material. Coordinate/compile/analyze field QC data.
- **City of Garden Grove, Orange County, California** – Staff Engineer/Field Technician for Pavement Rehabilitation/Reconstruction of various neighborhood streets, QA/QC inspections/documentation for AC pulverization, CTB/CSPB operations, HMA paving, laboratory testing, engineering analysis
- **Pasadena, Los Angeles County, California** – Staff Engineer for soils investigation for proposed Fire Station Seismic Retrofit. Coordinate drilling crew for soil sampling, soils classification, testing, analyze laboratory data, preparation of report including foundation recommendations and seismicity.

PROFESSIONAL HISTORY

Staff Engineer, Associated Soils Engineering, Inc., Signal Hill, California

DONALD ZIKE
LABORATORY MANAGER

EDUCATION

Lakewood High School – 1976
Long Beach City College – General Studies (2 ½ Years)

PROFESSIONAL CERTIFICATIONS

Caltrans Accreditation	DSA Acceptance (LEA)
AMRL Accreditation	CCRL Accreditation
CCRL & AMRL Proficiency Sample Programs	ACI Concrete Strength Tech
Caltrans Reference Sampling Program	Asphalt Pavement Association

PROFESSIONAL EXPERIENCE

1977 to Present	Associated Soils Engineering, Inc.
1985 to Present	<u>Laboratory Supervisor:</u> Oversees and performs the physical testing of soils and aggregates for use in designing structural elements for building purposes, asphaltic concrete, PCC; (Pacific Coast Concrete), and ballast material. Responsible for training laboratory technicians in performance of laboratory tests, and keeping up with Caltrans, CCRL and AMRL accreditations.
1978 to 1985	<u>Laboratory Technician:</u> Perform physical testing of soils and aggregates as directed by the Laboratory Supervisor. Train in duties of field compaction control technician and asphaltic concrete batch plant inspection and quality control.
1977 to 1978	<u>Draftsman:</u> Perform all drafting duties – Plot Plans, Consolidation and Sieve Analysis Graphs, Slope Stability Sections. Minor clerical duties. Train in duties of Laboratory Technician

CRAIG WEATHERHOLT
SENIOR FIELD TECHNICIAN

PROFESSIONAL CERTIFICATIONS

CAL OSHA 40hr. Certified
Nuclear Gauge Certified
Caltrans Certified
ACI Certified
City of Irvine – Asphalt Certified

PROFESSIONAL EXPERIENCE

- 1996 – Present** **Associated Soils Engineering, In.**
2860 Walnut Avenue
Signal Hill, California 90755
Senior Soils Field Technician – Primary job duties - Soil backfill observation and compaction testing (Nuclear Certified), footing inspection, pile inspection, lagging and shoring inspection, asphalt plant inspection, asphalt laydown inspection, commercial grading, utility trench and street compaction testing, Haz Mat certified (40 hour Hazwoper), in-lab soil testing, concrete and slump testing, ACI certified for concrete sampling and testing, SNSF metrolink UP/SP trained.
- 1991 – 1996** During this time out of necessity I helped with the care of my daughter who has special needs. To help with expenses, worked part-time with several companies listed below:
Robert's Construction Co. – Primary job duties – general labor.
Joe Logan Trucking – Primary job duties – loading & unloading trucks.
Green Meadows Farm Productions – Primary job duties – tour guide.
- 1987 – 1990** **Geo Soils, Inc.**
6634 Valjean Avenue
Van Nuys, California 91406
Senior Soils Technician – Primary job duties – Fill control, compaction testing, hillside grading, report preparation, certified nuclear gauge operator, site inspections for drilling access, footing, caisson, wall and drain inspections.
- 1979 – 1986** **Soils & Geology, Inc. (Formerly Triad Foundation Engineering)**
City of Industry, California
Laboratory Manager – Primary job duties – Delegated and distributed work to assistants, scheduled testing, responsible for program completion, logged all paper, ran R-Values, consolidation and shear tests, classified boring samples, took moisture and density calculations.
Laboratory and Field Technician – Primary job duties – Fill control and density test (sand cone), concrete sampling – slump test and compression testing, mortar, grout, cinderblock and other core samples, maximum density and expansion indexes, sieves and mechanical analysis, permeability tests and liquid limit, sand equivalent test and specific gravity's.



February 2, 2023

Mr. Mark Uphus, P.E.
Senior Civil Engineer
CITY OF GARDEN GROVE
11222 Acacia Parkway
P.O. Box 3070
Garden Grove, CA 92842

GMU Proposal P-23015

Subject: Proposal to Provide On-Call Geotechnical Services, City of Garden Grove, California

Reference: "Request for Proposal for On-Call Geotechnical Services", dated January 9, 2023

Dear Mr. Uphus:

GMU is pleased to submit our proposal to provide On-Call Geotechnical Services. With over 55 years of experience in the Southern California area and as a small business enterprise (SBE), GMU is able to reliably, efficiently, and effectively provide the scope of work described in the referenced RFP. GMU possesses extensive experience in the design and construction of numerous public works projects including geotechnical/pavement evaluation & design, laboratory testing, and construction observation/testing services.

GMU currently serves as a Geotechnical/Pavement Engineering Consultant and provides services to the Cities of:

- | | | |
|-------------------|-----------------|--------------------|
| • Aliso Viejo | • Irvine | • San Fernando |
| • Chino Hills | • Laguna Niguel | • San Juan |
| • Dana Point | • Lake Forest | • Capistrano |
| • El Monte | • Mission Viejo | • Santa Fe Springs |
| • El Segundo | • Newport Beach | • Torrance |
| • Fountain Valley | • Rancho Santa | • Yorba Linda |
| • Garden Grove | • Margarita | • Whittier |

We also provide on-call services for the County of Orange and the County of Los Angeles.

Our website, www.gmugeo.com, offers a virtual tour of GMU and an overview of some of GMU's projects.

We have reviewed the attachments to the RFP, including the sample insurance documents and are prepared to provide insurance information per these requirements. In addition, we have reviewed the Sample Agreement and have the following comments:

Mr. Mark Uphus, **CITY OF GARDEN GROVE**
Proposal for On-Call Geotechnical Services

- Paragraph 2 – Replace “warrants” with “acknowledges.”
- Paragraph 19 – Add at end of first paragraph: “Consultant’s indemnity and defense obligations set forth above are subject to and to be construed in accordance with the provisions of Civil Code Section 2782.8.”

We appreciate the opportunity to provide this proposal and look forward to future opportunities to work with the City of Garden Grove. Please do not hesitate to call if you have any questions regarding this proposal.

Respectfully submitted,


Roger Schlierkamp, M.Sc., P.E.
Director of Pavement Engineering
rschlierkamp@gmugeo.com
949-546-0017


Gregory Silver, M.Sc., PE, GE
President / CEO
Principal Engineer
gsilver@gmugeo.com
949-546-0080



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Appendix A – Key Staff Resumes
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Introduction

GMU is a Small Business Enterprise (SBE) with over **55 years of experience**. Previously known as GMU Geotechnical, Inc., GMU has established a reputation for reliability, innovation, accuracy, efficiency, and excellent service resulting in reduced costs, reduced man-hours spent on scheduling or project coordination, and reduced risks for our clients. These clients choose to maintain long-term relationships with us because of the benefits of our reputation and experience. Our clients include City, County, and other public agencies in addition to private owners, developers, and contractors. Shareholders of GMU consist of two Engineers and one Geologist who are active in the daily operations of the company, including performing and managing geotechnical and pavement design or construction projects.



GMU is a full-service geotechnical engineering firm offering a variety of geotechnical engineering services as well as a list of specialty services that complement our geotechnical engineering capabilities, outlined as follows:

- **Geotechnical Engineering and Engineering Geology**
 - *4 Registered Geotechnical Engineers and 4 Certified Engineering Geologists, supported by numerous Senior Staff and Staff Engineers and Geologists.*
 - *Experience ranging from master planned communities to landslides to bridges and public works structures to roadways to high rise structures.*
- **Structural Engineering for Retaining Structures and Shoring**
 - *Structural and geo-structural designs for conventional retaining walls, soil nail walls, soldier pile walls, and MSE walls.*
- **Soils and Materials Laboratory Testing**
 - *Certified by County of Orange, Caltrans, AASHTO/AMRL, DSA*
- **Geotechnical (Soils) Inspection / Special Inspection**
 - *Geotechnical Engineering technicians dedicated to Public Works-related projects with experience ranging from 10 to 25 years and Caltrans-Certified.*

- Full range of special inspection capabilities (see Statement of Services).
- Most of our geotechnical inspectors possess multi special-inspection capabilities.

- **Pavement Engineering**

- Pavement Engineering group led by Roger Schlierkamp, M.Sc., PE, Director of Pavement Engineering.
- Our Pavement Division includes 4 Senior Staff and Staff Pavement Engineers.



- **Construction Management and Monitoring**

- Group led by Mike Moscrop, M.Sc., PE, GE, Vice President
- Includes: Construction vibration monitoring, construction monitoring, and construction management advisory.
- 30+ year history with monitoring hillside land movement.

- **Forensic Engineering and Expert Witness Consultation**

- 30+ year history of providing forensic engineering and expert witness consultations.

- **Geotechnical Instrumentation**

GMU is an award-winning firm recognized by ASCE, CELSOC, and CalGeo. Please see our website (www.gmugeo.com/awards) for a summary.

General City/Municipality Experience

GMU and its staff have a long history providing services to Cities and various municipalities throughout Southern California.

Select List of Current City/Municipality Work

- County of Orange – Consistently ranked either the top or one of the top three geotechnical firms in Orange County.
- City of Huntington Beach – GMU is currently providing pavement evaluation services for the 2023 CIP, including arterial roadway segments such as Hamilton, Heil, and Bolsa.
- City of Mission Viejo – Providing pavement design and construction observation/testing services, including for the City's annual residential slurry seal project, annual arterial rehabilitation project, and geotechnical reviews.
- City of Laguna Niguel – City's geotechnical consultant for over 20 years, including observation and testing services during construction.

- City of Lake Forest – *City QA/QC services and consultation on public works projects.*
- City of Rancho Santa Margarita – *City's geotechnical and pavement engineering consultant since 2005 for both reviews and public works projects.*
- City of Dana Point – *Public works projects and pavement engineering/testing.*
- City of Aliso Viejo – *Public works projects and pavement engineering/testing.*
- City of Garden Grove – *City's geotechnical/pavement consultant providing public works design consulting.*
- City of Chino Hills – *City pavement management planning, and geotechnical services providing both plan check and design level services as well as inspection services.*
- City of Newport Beach – *City geotechnical consultant providing geotechnical design, pavement engineering, pavement testing and inspections, forensic/expert witness consulting, and QA/QC services for major public works projects.*

Scope of Services

GMU understands that the City of Garden Grove is seeking various professional consulting services.

A brief overview of our proposed services is summarized as follows. **All work is supervised by a registered geotechnical engineer, civil engineer, and/or a registered engineering geologist, depending on the work being performed.**

Our duties will be performed in a manner that promotes the cost-effective execution and progress during construction projects.

Clear invoicing will be submitted and will include the following information:

- Project name and identification number;
- Purchase order number;
- Invoice date and work dates; and
- Work performed.

Construction Observation and Testing Services

During construction, GMU's Senior Engineering Technicians (Soil Technicians) will perform field observations and testing of materials being constructed. Soil technicians performing observation, testing, and sampling are certified by Caltrans.

Geotechnical support will be provided during the full-depth reclamation and cement treatment process, including performing the City of Garden Grove's Block Cracking Mitigation Procedures.

Plant technicians will perform asphalt concrete plant inspections and materials sampling to verify conformance of the material with the mix design, and in accordance with the City's Asphalt Batch Plant Inspection Policy.

Proper field safety practices and procedures will be maintained, especially when working near streets and intersections.

A sample list of certifications for select technicians that we expect to perform work for this on-call is presented in **Appendix C**.

Geotechnical Engineering for Public Works Projects

GMU currently provides services to the Cities of Laguna Niguel, Garden Grove, Dana Point, Rancho Santa Margarita, Irvine, Newport Beach, Mission Viejo, Buena Park, Aliso Viejo, Westminster, Torrance, Santa Fe Springs, Chino Hills, and more which have included geotechnical investigation, design, and report services for vertical, horizontal, and underground City capital improvement projects.

These projects range from civic center complexes and pedestrian bridges to lift stations with supporting underground utility pipelines. Evaluations include the review of existing geotechnical maps and reports, initial investigation, lab testing, geotechnical analysis, and report preparation with recommendations for grading, earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, slope stability, pavement design, trench backfill, retaining wall design, environmental concerns, removal of unsuitable materials and more.

Throughout the design process, GMU will review project plans and specifications with consideration of geotechnical issues, such as suitability of existing soils and materials testing.

Pavement Engineering - Rehabilitation and Design

GMU offers specialized technical expertise and experience in performing pavement evaluations and developing *cost-effective* pavement repair recommendations. GMU's typical approach to pavement evaluation generally consists of the following procedures:

- **Visual Pavement Surface Condition Assessment** – Identification of pavement distress types, severity levels, and extent in order to assess deterioration mechanisms and develop pavement repair recommendations. GPS-referenced photographs are taken to show representative and/or select pavement surface conditions.
- **Field Exploration** – Investigate and analyze existing pavement conditions through performing pavement corings, soil borings, and sampling. Samples will be logged, including location, depth, material type(s) encountered, visual soil classification, thickness, and more.

Prior to performing field exploration, GMU will obtain necessary permits. Coring and/or boring locations will be marked in the field and Underground Service Alert (Dig Alert) will be notified. Traffic control plans, if required, will be prepared and submitted to the City for review and approval.

- **Non-Destructive Pavement Testing and Analysis**

Falling-Weight Deflection Testing

GMU offers in-house non-destructive pavement deflection testing performed in accordance with California Test 356. Deflection testing involves applying an impact load (simulating truck traffic) and measuring the corresponding deflection response. Generally, lower deflection readings indicate a stronger pavement section whereas higher deflection measurements indicate weaker pavement section. Benefits of deflection testing include:

- Allowing the in-place structural capacity to be determined and analyzed.
- Identification of potential weak areas that visual surface inspection cannot.
- Compared to pavement repair recommendations derived primarily from coring data and subgrade R-value tests, performing deflection testing and analysis of deflection data often allows more cost-effective pavement repair recommendations to be developed.



Photo 1: GMU's falling-weight deflectometer in action on a City of Irvine pavement evaluation project (2022).

Ground-Penetrating Radar Testing

GMU offers in-house Ground Penetrating Radar (GPR) testing services. GPR testing involves emitting a series of radar waves from an antenna and into the pavement structure while traveling at traffic speeds. The data collection will be carried out using a 2GHz antenna system. This antenna focuses on the upper 1.5 to 2 feet of the pavement structure. The GPR system for this work includes a GSSI SIR-30 radar control and data acquisition unit, an electronic distance measuring instrument (DMI), and a high-resolution differential. RADAN software is used to analyze the GPR data gathered and estimate the various materials' dielectric constants and



Photo 2: GMU's 2GHz and 400Mhz GPR antennas attached to the rear of the FWD.

identify pavement layer types. The depths to the bottom of each pavement layer is estimated based on round-trip travel time of the GPR signal and an estimated velocity, which are determined by comparing and matching computed GPR depths to the available coring data.

- **Laboratory Testing** - Laboratory testing will be performed in our Caltrans-certified pavement and soils materials laboratory to evaluate various engineering properties of the collected materials, including R-value, moisture content, in-place density, maximum density and optimum moisture, direct shear, consolidation, sulfate content, soil classification (Atterberg limits and particle size), mix design development tests, and other tests that may be needed to evaluate or characterize the collected materials.
- **Engineering Analysis** - Perform pavement engineering analysis of new and existing pavements in accordance with the California Highway Design Manual or mechanistic empirical methods. GMU will consider construction cost, production rate, and even greenhouse gas emissions in our analysis.
- **Pavement Report** – The pavement report will present a summary of our work, findings, conclusions, and recommendations, including:
 - Scaled plans showing coring or boring locations, project limits, and project location;
 - Summary of pavement surface condition assessment (pavement distress types, severity levels, and extent);
 - Results of deflection and GPR testing data, if collected;
 - Logs of subsurface exploration (boring logs or AC coring summary tables);
 - Results of laboratory testing;
 - Summary of analysis methodology and procedures;
 - Pavement repair recommendations including replacement structural section thicknesses, overlay thickness, and/or rehabilitation repair strategy. Typically, at least two repair recommendations are provided (10- and 20-year design lives utilizing traffic indices assumed or provided to us).
 - When overlay recommendations are provided (or other recommendations that may change the surface elevations), there will be consideration given to street profile, cross section, and/or surface drainage.

GMU possesses extensive experience in developing cost-effective pavement repair recommendations, including the following:

- Cold in-place (CIR) or cold central plant recycled (CCPR) asphalt concrete (AC) pavement;
- Cement stabilized pulverized base (CSPB) as part of the pavement structural section;
- Cement- or lime-stabilized soils (CSS or LSB) for subgrade stabilization and/or as part of the pavement structural section;

- Fiber-reinforced asphalt concrete (FRAC) to improve reflective cracking resistance and/or reduce required AC thickness;
- Rubberized hot-mix asphalt (RHMA or ARHM overlays);
- Geogrid/geotextiles to reduce required aggregate base thickness or to stabilize subgrade conditions; and more.

The procedures described above and our extensive experience in design and construction of these strategies allow us to recommend cost-effective alternative pavement repair strategies. The final report will be signed and stamped by a California registered geotechnical engineer.

Geotechnical and Pavement Laboratory Testing Services

GMU's laboratory is certified by the County of Orange, Caltrans, AMRL, and AASHTO and can provide testing of various construction, soils, and pavement materials for construction or design projects in accordance with the procedures, policies, regulations, requirements, and formats of the given test method. Laboratory testing will be performed to test various construction materials for specification compliance purposes. Additionally, laboratory testing can be performed to evaluate various engineering properties for geotechnical and/or pavement design or investigation projects. A select list of laboratory tests performed by GMU includes:

- | | |
|---|---------------------------------|
| • Asphalt binder content | • Corrosion series |
| • Testing for backfill material, aggregate base, sand bedding, etc. | • Mix moisture content |
| • Compaction testing | • Durability index |
| • Core density | • Direct shear |
| • Hveem stability | • Atterberg limits |
| • Wet track abrasion | • Consolidation |
| • R-value | • Permeability |
| • Maximum dry density and optimum moisture content | • Concrete compressive strength |
| | • Sand equivalent |

Structural Engineering for Retaining Structures and Shoring

GMU provides full design and construction observation services for many types of retaining walls, including MSE walls, soil nail walls, and tieback walls, as well as conventional block walls. Design services include geotechnical and structural calculations and development of plans for bidding.

Offering both structural and geotechnical engineering design services under one roof in-house allows GMU to develop cost-effective retaining wall design services and eliminates the discontinuity and fragmented communication often encountered when structural and geotechnical services are performed by separate companies.

Review and/or Forensic Investigations of Retaining Walls/Slope Failures

We have provided forensic investigations, engineering services, and third-party review services related to large landslides, retaining wall stability, settlement and subsidence, and many other projects. Slope failures, including landslides, and retaining wall instability has occurred in several of the Cities we consult to, and GMU has provided review and/or forensic investigation for these projects. Select GMU personnel are experienced in deposition and court testimony.

The typical turnaround time varies depending on the size, complexity, and demands of the particular project. GMU will coordinate with the City at the start of the project to discuss a timeline that will meet the City's deadlines.

Review of Slope and Drainage Conditions As Needed

Our geotechnical engineers and geologists are experienced in analyzing both the static and dynamic stability of existing and proposed slopes, and developing recommendations to stabilize slopes. Analyses are performed using appropriate stability methods and state-of-the-art computer software. Dynamic analytical methods range from pseudo-static analyses to slope deformation analyses.

In addition, our professional staff is experienced in evaluating existing and proposed drainage conditions for adequacy, and are adept at providing recommendations to improve existing drainage conditions as well as planned improvements.

The typical turnaround time varies depending on the size, complexity, and demands of the particular project. GMU will coordinate with the City at the start of the project to discuss a timeline that will meet the City's deadlines.

Geologic and Geotechnical Site Reconnaissance

Our geotechnical engineers and geologists are experienced in providing site reconnaissance for a variety of projects, including capital improvement projects and emergency situations.

Independent Review of Geologic Hazard Areas

Our geologists and geotechnical engineers have extensive experience in detailed review of geologic/geotechnical hazard areas of sites with special considerations such as liquefaction, compressible and collapsible soils, landslides, expansive soils, fill/bedrock transitions, and deep fills. GMU engineers and geologists can perform detailed and comprehensive liquefaction, seismic settlement estimates, and both probabilistic and deterministic ground motion analyses. We utilize state-of-the-art techniques implementing the latest technology (i.e., cone penetration testing, seismic refraction, in-situ energy calibration for SPT testing, etc.). Probabilistic as well as deterministic based analyses can be performed. Our company is uniquely qualified in geotechnical studies and planning for hillside development. Our engineering geologists are very well trained in identifying landslides, assessing their impact on the development, and providing mitigating measures.

We provide both geologic and geotechnical site reconnaissance services to assist in preparing site evaluations, geotechnical analysis, and recommendations for project grading and design.

Wall Design Review

Whether for a capital improvement project or a private project as part of a permit review, GMU can provide review of retaining wall design for all types of walls, including CMU block retaining walls, MSE walls, etc. GMU also has extensive experience in designing retaining walls, particularly those with a geo-structural element.

Personnel

A diverse and wide range of qualified professionals will be assigned to this contract, ranging from principal engineers to engineering technicians. All services provided to the City of Garden Grove will be overseen by GMU's President/CEO, **Mr. Gregory P. Silver**, who is both a licensed Civil and Geotechnical Engineer with over 37 years of experience and extensive work with numerous cities throughout Southern California.

Gregory P. Silver, M.Sc., PE, GE, has extensive experience since 1989 working for numerous Cities serving in the capacity as the City's Geotechnical Engineer. A sampling of these Cities includes Laguna Niguel, Chino Hills, Mission Viejo, Newport Beach, Dana Point, Malibu, Moorpark, Rancho Palos Verdes, Vista, Agoura Hills, Palos Verdes Estates, and Hidden Hills. Mr. Silver's experience with these municipalities includes review work, policy establishment, geotechnical design for City projects, management of inspection and testing for public works projects, landslide disaster response, coordination with FEMA and other state and federal agencies, and legal/forensic representation.



Roger Schlierkamp, M.Sc., PE, has over 13 years of diversified pavement engineering experience and is GMU's Director of Pavement Engineering. For this contract, Mr. Schlierkamp will provide pavement engineering services, including pavement evaluations, design, observation, testing, inspection, and mix design development. Mr. Schlierkamp has provided pavement engineering services for Caltrans, Orange County, Los Angeles County, numerous local municipalities, and more.

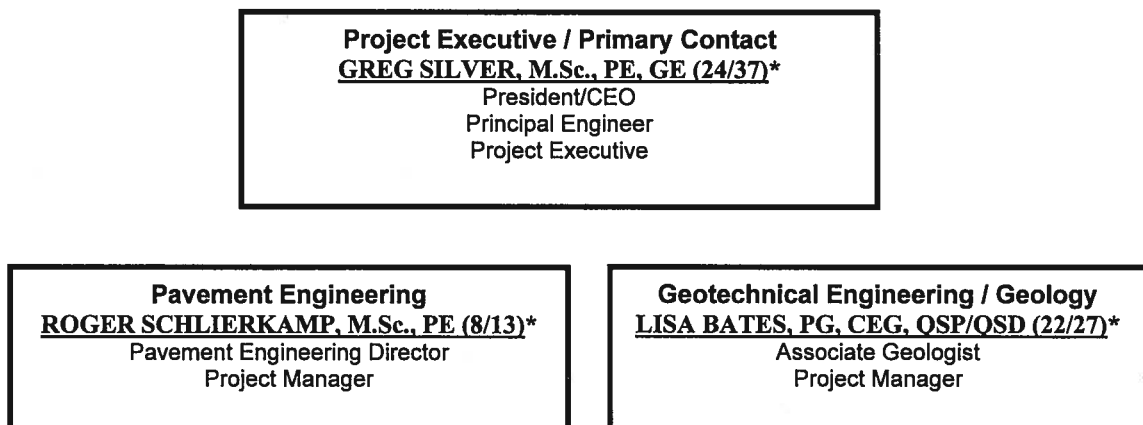


Please refer to **Appendix A** for complete resumes of key staff. In addition, **Appendix B** includes certifications for field and laboratory personnel.

Staffing and Availability

GMU's staffing for City of Garden Groves' projects will consist of a diverse team of professionals, ranging from Geotechnical and Pavement Engineers to Engineering Geologists. All services for the City will be provided by GMU employees who ***are registered professionals***. These services will be overseen by **Mr. Greg Silver**, a licensed Civil and Geotechnical Engineer with over 37 years of experience and extensive work with numerous cities throughout Southern California. Additional professional support will be provided by **Mr. Roger Schlierkamp** as noted below. Both Mr. Silver and Mr. Schlierkamp possess extensive experience managing design services projects on a variety of small to large public works projects. They will manage GMU's crew of professional staff and lab technicians to deliver the geotechnical and pavement engineering services needed on each project. The staff organization chart below illustrates the staff that will be utilized for the City of Garden Grove and their availability. Resumes for GMU's management team are provided in Appendix A. Note that additional qualified personnel are also available and additional resumes will be provided if needed.

STAFF ORGANIZATIONAL CHART



*Years with GMU/Total years of experience are denoted in parenthesis

References and Project Profiles

Project profiles and associated references are provided below. Additional references are available upon request.

City of Huntington Beach

GMU is currently providing pavement evaluation services for various arterial street segments within the City of Huntington Beach, including Hamilton Avenue, Heil Avenue, and Bolsa Avenue. GMU's services include:

- Subsurface exploration (coring)
- Laboratory testing
- Deflection testing
- Analysis
- Development of cost-effective pavement reconstruction recommendations (full-depth reclamation with cement treatment).

Summary of Project Information:

- Typical Project Budget: \$86,292
- Contract Increase: None
- On-time: Yes

Reference:

Mr. Joe Fuentes
Senior Civil Engineer
714-374-1750 (o)
jfuentes@surfcity-hb.org

Address: 2000 Main Street, 1st Floor, Huntington Beach, CA 92648



Photo 3: Coring performed on Hamilton Avenue, City of Huntington Beach.

City of Mission Viejo

Since 2016, GMU has provided pavement observation and testing services for City of Mission Viejo's annual residential and annual arterial paving projects.

The City's residential roadway network is divided into multiple zones. The City rotates through the zones each year and performs either slurry sealing (using rubberized slurry seal such as RPMS) or a patch and AC overlay repair, depending on the condition of the roadway. For arterial streets, which are scheduled based on condition and funding factors, the City typically performs localized patch repairs and constructs a rubberized asphalt concrete overlay.

For residential and arterial pavement projects, GMU's scope of work typically includes the following:

- During the design phase, GMU will provide feedback on the project's specifications in order to incorporate lessons-learned and challenges faced from the previous year's project.
- Review pavement-related project submittals.
- Attend pre-construction meeting.
- During construction, GMU will coordinate with the City Inspector and schedule GMU's Engineering Technician to perform field and/or plant observations and tests of pavement, soils, slurry seal, base, and concrete materials.
- At the completion of the project, GMU will prepare a Quality Assurance (QA) final report, summarizing our test results, observations, certifications, and more.

Summary of Project Information:

- Typical Project Budget: \$30,000 to \$60,000 each year
- Typical Construction Schedule: July to October of each year
- Contract Increase: None
- On-time: Yes

References:

Mr. Rich Schlesinger (PM for most residential paving projects)
City Engineer
949-470-3079 (o)
RSchlesinger@cityofmissionviejo.org

Mr. Randy VanCott
City Inspector (on both residential and arterial paving projects typically)
714-742-7100 (c)

Address: 200 Civic Center Drive, Mission Viejo, CA 92691



Photo 4: GMU performing observation and testing for Mission Viejo's 2020 Residential Paving project.

City of Aliso Viejo

Since 2009, GMU has provided pavement evaluation and construction observation & testing services to the City of Aliso Viejo.

GMU's recent relevant projects include:

Citywide Pavement Evaluation Project (design): GMU is currently performing a limited pavement evaluation of the City's entire roadway network, including coring, laboratory testing, and development of conceptual pavement repair recommendations. The City is interested in identifying streets with and without an underlying aggregate base layer beneath the AC section and learning whether or not this impacts pavement performance. The conclusions, findings, and recommendations will help enhance pavement repair strategies for future public works projects for the City of Aliso Viejo.

Summary of Project Information:

- Project Budget: \$49,000
- Schedule: 2021 (Phase 1) and 2022 (Phase 2), on-going
- Contract Increase: None
- On-time: Yes

Pacific Park from Aliso Viejo Parkway to Aliso Creek Road: GMU provided pavement observation and testing services for this project, including compaction and lab testing of aggregate base beneath reconstructed crosswalk pavers and fiber-reinforced asphalt rubberized overlay (ARHM) material. GMU deployed field and plant technicians for this project and returned samples to our laboratory for various specification compliance tests.

Summary of Project Information:

- Project Budget: \$16,000
- Schedule: November 2020 to December 2020
- Contract Increase: None
- On-time: Yes

Windsong, Cedarbrook, and Park Avenue Road (November – December 2020): GMU provided pavement observation and testing services for this project, including compaction and lab testing of fiber-reinforced asphalt concrete (AC) material. GMU deployed field and plant technicians for this project and returned samples to our laboratory for various specification compliance tests.

Summary of Project Information:

- Project Budget: \$11,000
- Schedule: November 2020 to December 2020
- Contract Increase: None
- On-time: Yes

References:

Mr. Quang Le
Associate Engineer
949-425-2531 (o)
QLe@avcity.org

Mr. Shaun Pelletier
City Engineer
949-425-2533 (o)
spelletier@cityofalisoviejo.com

Address: 12 Journey, Suite 100, Aliso Viejo, CA 92656



**Photo 5: Coring location C-19 on Enterprise in Aliso Viejo.
Pavement contains alligator cracking, depression, and potholes.**

City of Newport Beach

Bonita Canyon and Ford Road (design and construction): GMU performed a pavement evaluation of Ford Road and Bonita Canyon Drive between Jamboree Road and SR-73 in the City of Newport Beach. An evaluation was performed to assess the existing condition of the roadway and to develop pavement repair recommendations to improve its condition. Information such as the pavements' current surface condition, coring data, deflection testing data, and laboratory testing results were evaluated and analyzed to develop pavement repair recommendations to meet a 20-year design life. Pavement repair recommendations consisted of performing isolated AC repairs at areas containing medium- and high-severity alligator cracking and a mill-and-overlay with asphalt rubberized hot mix (ARHM) material.

During construction, GMU deployed field and plant technicians for this project and returned samples to our laboratory for various specification compliance tests.

Summary of Project Information:

- Project Budget: \$36,000 (design) and \$42,000 (construction)
- Schedule: March 2019 to August 2020
- Contract Increase: None
- On-time: Yes



Photo 6: Pavement deflection testing being performed at coring location C-2 within an area of medium-severity alligator cracking on Ford Road, Newport Beach.

Cameo Highlands (construction): GMU deployed field and plant technicians for this project and returned samples to our laboratory for various specification compliance tests. This project faced challenges with unstable subgrade conditions, and GMU provided support to evaluate the unstable conditions and assisted the City in identifying areas of instability for remedial measures.

Summary of Project Information:

- Project Budget: \$39,000 (construction)
- Schedule: April 2020 to November 2020
- Contract Increase: None
- On-time: Yes

References:

Mr. Andy Tran
Senior Civil Engineer
949-644-3315
Atran@newportbeachca.gov
100 Civic Center Drive, Newport Beach, CA 92660



Photo 7: Condition of the pavement within Cameo Highlands, Newport Beach, prior to improvement.

Geotechnical City On-Call Contract References

City of Laguna Niguel

Contact: Mr. John Morgan, Community Development Services Manager
30111 Crown Valley Parkway
Laguna Niguel, CA 92677
jmorgan@cityoflagunaniguel.org
949-362-4332

Project Description: Geotechnical review/plan check services, attendance at applicant and project team meetings, Planning Commission and Council meetings, teleconferences with City Staff on complex projects, emergency services for landslides and slope issues.

Key GMU Staff: Lisa Bates, Greg Silver

City of Chino Hills

Contact: Mr. Winston Ward, Assistant Community Development Director/Building Official
14000 City Center Drive
Chino Hills, CA 91709
wward@chinohills.org
909-364-2781

Project Description: Geotechnical review/plan check services, attendance at applicant and project team meetings, Planning Commission and Council meetings, teleconferences with City Staff on complex projects, emergency services for slope issues.

Key GMU Staff: Lisa Bates, Greg Silver

City of Mission Viejo

Contact: Mr. Rich Schlesinger, City Engineer
200 Civic Center
Mission Viejo, CA 92691
rschlesinger@cityofmissionviejo.org
949-470-3079

Project Description: Geotechnical services for Public Works projects, geotechnical review/plan check services, attendance at applicant and project team meetings, teleconferences with City Staff on complex projects, emergency response services.

Key GMU Staff: Lisa Bates, Greg Silver

Additional references are available upon request.

Proposed Fee Schedule

Our current fee schedule for each position classification required to provide the services described in the scope of work, and all reimbursable fees and expenses, are provided in **Appendix C**.

Appendix A

Key Staff Resumes



GREGORY SILVER, M.SC., PE, GE
President/CEO



PROFESSION

Geotechnical Engineer
Civil Engineer

REGISTRATIONS

Registered Civil Engineer,
State of California

Registered Geotechnical Engineer,
State of California

Registered Civil Engineer, State of
Nevada

Registered Civil Engineer, State of
Utah

EDUCATION

M.S. Civil Engineering, California
State University, Long Beach

B.A. Geological Sciences,
University of California, Santa
Barbara, Goleta

PROFESSIONAL AFFILIATIONS

ASCE
ACEC
BIA
CalGeo, Past President

Greg. has over 36 years of progressively responsible engineering and management experience in a wide variety of geotechnical engineering projects. He has worked successfully for and with industrial, residential, and commercial developers, master community planners, and governmental agencies. He has extensive experience in landslide evaluation and remediation design, geotechnical instrumentation, residential and commercial development, public works projects, municipality consultation, mechanically stabilized earth walls, and forensic projects. In addition, he has served as an expert witness in regard to numerous geotechnical issues over the last 25 years. Over the period of 1988 to 1997, Greg was City Geotechnical Engineer for numerous cities throughout Southern California. He currently serves as President and Principal Engineer of GMU.

Selected types of projects representative of Mr. Silver's experience are listed below:

- Commercial Development Projects
- High-rise Structures
- Landslides
- Residential Development Projects/Master Planned Communities
- Major Roadways
- Bridges
- Water Resource Projects
- Dewatering Projects
- Miscellaneous Public Works Projects
- Government/Civic Centers
- Sports Parks
- Mechanically Stabilized Earth (MSE) Walls
- Soil Nail Walls
- Geotechnical Instrumentation
- Tie-back Slope Reinforcement
- Pavement Engineering and Design
- City Geotechnical Engineer/Consultant
- Legal Consultation
- Special Studies

GEOTECHNICAL ENGINEERING

COMMERCIAL DEVELOPMENT PROJECTS:

20/40 Pacifica Office Towers – Irvine, CA, Lead Geotechnical Engineer – Two high-rise office buildings and one 5 story parking structure. Design involved foundation systems consisting of driven piles and geopiers.

520 Newport Center Drive Office Tower – Newport Beach, CA: Principal-in-charge – one 20-story high-rise office building and adjacent 6-story parking structure. Design involved mat and spread footing foundation design and analyses, shoring design, and permanent retaining wall design

650 Newport Center Drive Office Tower – Newport Beach, CA: Principal-in-charge – one 20-story high-rise office building and two adjacent multi-story parking structures with up to 2-story subterranean sections. Design included mat foundation design, spread footing design, shoring design, and permanent retaining wall design.

200 Spectrum Center Drive Office Tower – Irvine, CA- Principal-in-charge – 21 story office building and one adjacent 6 story parking structures. Design included driven pile foundation design, spread footing design, shoring design, and permanent retaining wall design.

400 Spectrum Center Drive Office Tower– Irvine, CA - Principal-in-charge – one 21 story office building and one adjacent 6-story parking structures with up to 2-story subterranean sections. Design included mat foundation design, spread footing design, shoring design, and permanent retaining wall design.

Irvine Spectrum Marriott Hotel – Irvine, CA – Irvine CA – Principal-in-charge – one 15 story hotel building with adjacent 2 story event center. Design included mat foundation design, spread footing design, and permanent retaining wall design.

Sand Canyon Business Park – Irvine, CA: Principal-in-charge/Lead Geotechnical Engineer – multi-story campus masonry block buildings on highly expansive soils with associated parking, walkways, etc. Geotechnical design included innovative partial mat/partial conventional slab to minimize expansive soil movements.

Discovery Business Center – Irvine, CA: Principal-in-charge/Lead Geotechnical Engineer – multi-story campus masonry block buildings on highly expansive soils with associated parking, walkways, etc. Geotechnical design included innovative partial mat/partial conventional slab to minimize expansive soil movements.

Capitol Group Office Campus – Irvine, CA: Lead Geotechnical Engineer – Large office campus on highly expansive soils. Project involved geopier and select soil replacement subgrade improvement strategies.

Spectrum 5, Spectrum 7, Spectrum 1 – Irvine, CA: Principal Geotechnical Engineering oversight of investigation design and construction.

Bridgepark Plaza, Mercantile East, Mercantile West, and Corporate Terrace – Ladera Ranch, CA: Principal Geotechnical Engineering oversight of investigation design and construction.

University Research Park Office Development - Irvine, CA: Principal Geotechnical Engineering oversight of investigation design and construction.

LANDSLIDES:

Poppy Trail Landslide - Palos Verdes, CA: Lead Engineer and Investigator. Detailed geotechnical engineering analyses of landslide that resulted in damage to an existing home and Poppy Trail Drive. Determined causation and led forensic team to a legal settlement. Developed stabilization plan that involved creating two lots where only one had existed before to create an economically viable repair. Repair consisted of buttress grading, temporary stabilization measures, deep-seated and surficial geogrid stabilization and MSE walls. GMU performed the geotechnical engineering, civil engineering, structural engineering and construction management for the project..

Philemon Landslide – Dana Point, CA: lead engineer and Investigator. Detailed geotechnical engineering analyses of a deep seated geologically controlled landslide that resulted in the demolition of several homes. Evaluated and determined causation and developed innovative and award winning stabilization plan using high strength aggregate cement slurry. The stabilization approach is documented in a paper published by the ASCE Geo-Institute.

China Cove Slope Stabilization – Newport Beach, CA: Lead engineer and investigator. Developed aesthetically pleasing soil nail Slope stabilization to mitigate years of surficial slumping and shallow slumping on slope face. Evaluated and determined geotechnical characteristics of the failures, developed the repair methodology and developed complete structural plans for bidding.

Palos Verdes Drive Roadway Stabilization – Palos Verdes, CA: Lead engineer and investigator. Developed 50 year road stabilization plan to protect roadway from adjacent deep seated landslide movement. Performed geotechnical and structural engineering for the stabilization plan consisting a mut-tier tie-back wall.

Sunset Crossing Landslide - City of Diamond Bar, CA: Lead Engineer and Investigator. Working with the Slope remediation contractor, the City and several private landowners. Developed landslide repair for deep seated landslide where several other groups failed. Repair involved using tie-backs and multi-tied slot grading.

Brancato Landslide, Gill Properties, San Jose, CA: Lead Engineer. Provided detailed geotechnical engineering analysis of large, deep-seated landslide including shear strength determination, static and pseudo-static analyses, seismic deformation analyses, and development of geotechnical mitigation schemes.

Horseshoe Landslide – Anaheim Hills, CA: Lead Investigator – Comprehensive geological and geotechnical engineering evaluation of re-activated ancient landslide. Development of remediation scheme consisting of horizontal drains, buttress grading, and tie-backs.

Voyager Lane Landslide – Laguna Niguel, CA: Lead Investigator – Detailed evaluation of long-term monitoring data leading to the development of an innovative long-term repair consisting of a horizontal drain system, a surface water infiltration mitigation system, and roadway stabilization and subgrade strengthening.

Rambla Pacifico Landslide Stabilization - Malibu, CA: Project Director on one million dollar landslide stabilization design. Involved working with FEMA and OES and within NEPA/CEQUA guidelines.

Calle Montecillo Roadway Stabilization - Agoura Hills, CA: Project Director - Evaluation and design of roadway slope stabilization. Design, plans, and specifications.

Big Rock Mesa Landslide Area - County of Los Angeles, CA: Project Engineer - Large-scale geotechnical investigation and evaluation, deep dewatering and horizontal drain installation, pump tests, and geotechnical instrumentation and monitoring.

Montellano Landslide - Hacienda Heights, CA: Project Manager/Engineer - Pump tests, geotechnical monitoring, and long-term surface drainage improvement design with plans and specifications.

Mystic Hills Landslide, City of Laguna Beach, CA: Project Geotechnical Engineer. Third party geotechnical evaluation of the stability of an ancient landslide for the City of Laguna Beach.

Kanan Dume Road Landslide - Malibu, CA: Project Director - Monitoring, geotechnical evaluation, geological evaluation, remediation design for a 100-foot roadway embankment failure.

Via Estoril Landslide – Laguna Niguel, CA – Emergency response to large landslide which endangered numerous residential structures, emergency geotechnical recommendations, review of interim and final repairs.

South Facing Slope Landslide, BRM Landslide Assessment District/City of Malibu Public Works, Malibu, CA: Project Director. Provided detailed geotechnical engineering evaluation of an ancient landslide. Investigation included specialty laboratory testing including ring shear testing and x-ray diffraction, two- and three-dimensional stability analyses, and parametric groundwater and seismic evaluation.

Tract 33410 Slope Failures - Agoura Hills, CA: Project Director - Detailed geotechnical evaluation of one deep-seated and two surficial slope failures. Tasks included preparation of plans and specifications for repair and expert witness-related consultation.

RESIDENTIAL DEVELOPMENT PROJECTS/MASTER PLANNED COMMUNITIES:

Santaluz – City of San Diego, CA. Principal Geotechnical Engineering Oversight – Project direction and oversight for complex geotechnical engineering issues including: hard rock, blasting, rock fills and utility over-excavation.

Sendero Development – County of Orange, CA: Principal Geotechnical Engineering Oversight – Project direction and oversight for complex geotechnical engineering issues including: time delayed settlement and resulting solutions involving surcharge and wick drain design and debris flow evaluation and mitigation and slope stability.

Banning Ranch Development – Newport Beach, CA: Project Director – Comprehensive geotechnical and fault evaluation study for proposed residential and hotel development. Fault investigation included thousands of lineal tests of fault trench through the Newport-Inglewood fault zone.

Ladera Ranch Planned-Community Development - Rancho Mission Viejo Company, County of Orange, CA: Project Engineer - Geotechnical investigation and design for portions of major master planned community.

Crystal Cove Planned Development – ICDC, Newport Coast/County of Orange, CA. Principal in charge of oversight of geotechnical engineering for mass grading, public works improvements, and residential development.

Talega Planned-Community Development – San Clemente, CA: Principal – Oversight of geotechnical engineering for mass grading, public works improvements, and residential development.

Rancho Santa Margarita Planned-Community Development - Rancho Santa Margarita, CA: Project Engineer/Manager - Geotechnical investigation, grading and foundation design, and construction observation for a number of planning areas in a major residential planned community development.

Edgewater Development – Chino, CA: Project Director – Geotechnical investigation and design for large residential development area with recreational lake network.

Planning Area 19A Feasibility Study, City of Irvine, CA: Project Engineer - Geotechnical investigation to advise on planning-related issues for roadway and general development in a marsh/soft clay site environment.

Various Foundation Investigations 1984-88 - Single-family residences, large tracts, commercial/industrial structures and high-rise buildings throughout Los Angeles County.

MAJOR ROADWAYS:

Ortega Highway Widening, County of Orange/City of San Juan Capistrano, CA. Lead Geotechnical Engineer/Principal-in-Charge – Geotechnical investigation and development of design recommendations.

Irvine Center Drive, Lake Forest Drive, and Sand Canyon Boulevard Street Widening, ICOP, Irvine, CA Principal Geotechnical Engineering oversight of design and construction.

Avenida Vista Hermosa, Avenida La Pata, Avenida Fresas, Avenida Saluda, and Avenida Talega, City of San Clemente/Talega Associates, San Clemente, CA: Principal Geotechnical Engineering oversight of design and construction.

La Pata Avenue Extension, City of San Juan Capistrano/City of San Clemente/ County of Orange, CA: Principal Geotechnical Engineering oversight and project management for planning, EIR and design.

BRIDGES:

Ortega Bridge Widening – County of Orange, CA: Project Director – Geotechnical investigation and development of design recommendations for Caltrans bridge.

Cow Camp Bridges – County of Orange, CA: Project Director – Geotechnical investigation and development of design recommendations for two bridges crossing complex geotechnical environs.

San Juan Creek Bridge Widening, Orange County Public Works, County of Orange, CA: Project Director. Geotechnical investigation, detailed geotechnical evaluation of seismic retrofit, and development of widening foundation recommendations.

Wildlife Crossing Bridge Widening – County of Orange/Ladera, CA: Principal Geotechnical Engineer - Oversee widening project of existing bridge.

Las Flores Bridge - Malibu, CA: Project Engineer/Manager - Evaluation of bridge design and alternatives for the City of Malibu.

Crown Valley Parkway Bridge – County of Orange, CA: Lead Geotechnical Engineer for 238-meter-long, 27-meter-high bridge. Detailed geotechnical analysis for pile foundation design, abutment design, and geotechnical input to bedrock scour design.

Oso Parkway Pedestrian Bridge - County of Orange, CA: Project Engineer - Geotechnical design for 65-foot span pedestrian bridge.

“A” Street Bridge at Barranca Parkway, City of Irvine, CA. Project Engineer/Manager - Geotechnical investigation and design for new bridge over San Diego Creek.

“Los Angeles Avenue Bridge” - Moorpark, CA: Project Engineer/Manager - Geotechnical assessment of proposed bridge expansion and retrofit. Development of preliminary design recommendations.

Tustin Avenue Bridge Widening – Anaheim, CA: Principal Geotechnical Engineering oversight for widening project of existing bridge.

Washington Boulevard Bridge, Moorpark Public Works/CAA Los Angeles County, CA: Project Engineer. Provided geotechnical investigation and design for seismic retrofit of existing bridge.

WATER RESOURCE PROJECTS:

Tesoro Reservoirs, Zone II and B, Santa Margarita Water District/RMV, County of Orange, CA: Principal Geotechnical Engineer. Provided geotechnical evaluation of 2-3MG reservoirs.

Horno Basin Detention Basin, RMV/Orange County Public Works, County of Orange, CA: Project Director for the geotechnical investigation and design of a detention basin, spillway, bio-filtration system, and sub-drainage recapture system.

Oso Creek Geotechnical Scour Study, RMV/Orange County Public Works, Mission Viejo, CA: Project Director. Provided geotechnical evaluation of in-situ geotechnical materials for scour evaluation and revetment study.

Various Water Lines, Sewer Lines, Talega Lift Station, South Ranch Lift Station, San Juan Creek Lift Station, and Ladera Zone 2 Reservoir, Talega Zone 1 Reservoir and Covenant Hills Reservoir and Lift Station - Santa Margarita Water District, Rancho Santa Margarita, Las Flores, Coto de Caza, and Ladera Ranch, CA: Principal Geotechnical Engineering oversight.

Las Flores Canyon Sedimentation - Debris Flow Study, City of Malibu Public Works, Malibu, CA: Project Manager/Engineer for the geotechnical and geological input for hydraulic analyses.

Northwood Reservoir - Irvine, CA: Project Geotechnical Engineer - Evaluation of foundation design and settlement potential for 4.5 MG reservoir.

Hicks Canyon Detention Basin, Irvine, CA. Geotechnical Consultant for the geotechnical analysis and design of two large detention basins.

San Diego Creek Channel Improvements, Orange County Public Works, Irvine, CA: Project Manager/Engineer for the geotechnical investigation of proposed channel improvements consisting of soil cement and “keystone” geogrid-type revetments.

Trampas Canyon Dam, Santa Margarita Water District, Orange County, CA. Provided geotechnical engineering support and oversight during construction of 1.6 billion gallon earth dam reservoir for the Santa Margarita Water District.

Various Reservoirs, Santa Margarita Water District, Ladera Ranch, CA. Lead Geotechnical engineer for numerous steel tank reservoirs throughout the master planned community of Ladera Ranch for the Santa Margarita Water District

San Diego Clean Water Project, City of San Diego, CA. Geotechnical engineer for portions of the Clean Water project. Tasks included field drilling, and geotechnical design.

MISCELLANEOUS PUBLIC WORKS PROJECTS:

Marina Park Project, City of Newport Beach, CA. Geotechnical Project Manager of geotechnical and Materials Inspections. Project involved stone columns for liquefaction remediation, concrete sheet pile walls with tie-backs and specialty foundation design

City of Laguna Niguel - Metrolink Station - Laguna Niguel, CA: Principal Geotechnical Engineering oversight for a regional OCTA-funded commuter rail station.

BRM Storm Drain Replacement Project - Malibu, CA: Project Manager/Engineer - Evaluation of storm drain pipe design in landslide and erosion prone area following destruction of system by fire.

Metro-Rail Vibration Testing - Los Angeles, CA: Project Engineer - Geotechnical exploration and input for vibration study.

Big Rock Mesa Dewatering Well Project - Malibu, CA: Project Engineer/Manager - Design, plan and specification preparation, installation and construction oversight for six dewatering wells to 350 feet and four horizontal drains.

Montellano Winterization - Hacienda Heights, CA: Project Engineer/Manager - Design and construction oversight of long-term, multi-year landslide winterization.

Pavement Evaluation - Pomona, CA: Project Manager/Engineer - Pavement evaluation for 4000 lineal feet of distressed pavement.

GOVERNMENT/CIVIC CENTERS:

Chino Hills Government Center Complex – Chino Hills, CA: Project Director – Geotechnical investigation, development of recommendations and plans for multi-faceted government center consisting of multi-story government buildings and a four-story parking structure.

Vista Civic Center – Vista, CA: Project Director – Development of final geotechnical design recommendations for Vista Civic Center.

Lake Forest Civic Center, City of Lake Forest, CA: Principal Geotechnical engineer. Design oversight for geotechnical engineering aspects of the project including: Geotechnical Foundation Design, Slope Stability, and MSE wall design.

Laguna Niguel Civic Center, City of Laguna Niguel, CA Lead Geotechnical Engineer. Geotechnical design oversight for investigation and design recommendation development.

SPORTS PARKS:

La Paz Sports Park, City of Laguna Niguel, CA: Project Director. Geotechnical design for sports park complex with synthetic fields. Infiltration design of subsurface field drainage system.

Chino Hills Sports Park – Chino Hills, CA: Project Director – Geotechnical investigation and design for large Sports Park complex with numerous synthetic fields.

Long Beach Sports Park – Long Beach, CA: Project Director – Geotechnical investigation and design for planned regional Sports Park in oil fields operation area. Developed unique design recommendations for proposed facilities to be placed on top of buried rubble and debris.

Jarupa Water Park – Jarupa, CA: Project Director – Geotechnical investigation and design for multi-acre water park facility.

GEOTECHNICAL INSTRUMENTATION:

Monitoring and evaluation of slope inclinometers and piezometers for various select projects:

- Poppy Trail Landslide, Palos Verdes, CA
- Horseshoe Landslide, Anaheim, CA
- Cyprus Shores Landslide, San Clemente, CA
- South Shores Landslide, Rancho Palos Verdes, CA
- La Paz Road Movement, Laguna Niguel, CA
- Palos Verdes Drive Roadway Distress, Palos Verdes Estates, CA
- Canyon Wren Slope/Street Deformation, Aliso Viejo, CA
- Philemon Landslide, Dana Point, CA
- Suncrest Landslide, San Jose, CA
- Sierra Road Landslide, San Jose, CA

Ladera Residential Development – County of Orange, CA: Principal Geotechnical Engineering Oversight of “real time” monitoring system for electrical towers above temporary slopes during grading.

La Paz Road Monitoring Project – City of Laguna Niguel, CA: Project Manager. Long-term monitoring of on-going slope movements. Monitoring program enables City of Laguna Niguel to implement roadway stabilization projects incrementally and cost-effectively on an as-needed basis. Instrumentation includes slope inclinometers, multi-stage piezometers, and survey.

Crystal Cove – Newport Coast, CA: Project Director – Long-term evaluation of surface and subsurface survey network and slope inclinometers to evaluate deep fill/fill slope performance.

Oceanside Dewatering - Oceanside, CA: Project Engineer - Construction overview and monitoring of dewatering tunnel, horizontal drain, and tie-back installation.

Port of Los Angeles, Pier 300 Expansion - POLA, CA: Project Manager/Engineer - Design, installation, and monitoring of specialty geotechnical instrumentation for port expansion.

Big Rock Mesa - Malibu, CA: Project Manager/Engineer- Managed monitoring and dewatering district consisting of dewatering wells, horizontal drains, slope inclinometers, piezometers, multi-position extensometer, survey network, and groundwater discharge analysis.

Calle del Barco - Malibu, CA: Project Manager/Engineer - Managed monitoring and dewatering district consisting of dewatering wells, horizontal drains, slope inclinometers, piezometers, and crack gauges.

Malibu Road - Malibu, CA: Project Manager/Engineer - Managed monitoring and dewatering district consisting of piezometers, horizontal drains, and crack gauges.

Latigo Canyon - Malibu, CA: Project Manager/Engineer - Managed monitoring and dewatering district consisting of slope inclinometers, piezometers, horizontal drains, dewatering wells, and crack gauges.

Rambla Pacifico Landslide - Malibu, CA: Project Engineer - Installation and monitoring of slope inclinometers and multi-stage pneumatic piezometers.

La Conchita Landslide - Ventura County, CA: Project Engineer/Manager - Design, installation, and monitoring of a system of slope inclinometers and multi-stage piezometers.

Hope Church - Rancho Bernardo, CA: Project Engineer/Manager - Design, installation, and monitoring of complex monitoring array consisting of tiltmeters, survey network, slope inclinometers, and multi-stage pneumatic piezometers.

DEWATERING DESIGN & MANAGEMENT PROJECTS:

Dewatering Remediation, CZ Master Association, Coto de Caza, CA. Project Engineer/Manager . Hydrogeologic modeling and Modeling design of dewatering cut-off trench to lower groundwater below home foundations.

Dewatering District Oversight (Big Rock, Latigo Canyon, Malibu Road), Malibu, CA: Engineer/Manager. Work included: dewatering district management, hydrogeologic modeling, well design and maintenance, horizontal drain design as well as maintenance and monitoring.

Montellano Landslide Dewatering – Hacienda Heights, CA: Project Engineer/Manager – Pump tests, dewatering wells design and construction, design and construction oversight of horizontal drains.

CITY GEOTECHNICAL ENGINEER/CONSULTANT:

City of Mission Viejo (2016 – Present) Review of geotechnical reports, general geotechnical consultation, Public works project design and geotechnical and materials inspection.

Geotechnical Report Reviews, City of Laguna Niguel, CA. (1997-Present): Review of geotechnical reports, preparation of guidelines, public works projects, geotechnical hazards analysis including testimony in front of state legislative committees, emergency response and legal consultation.

Various Projects, City of Newport Beach, CA. (2009-Present) Public Works projects including street rehabilitation, construction observations and testing, marina construction, and legal consultation.

Geotechnical Consultation, City of Chino Hills. CA. (1992-97 & 2002-Present) Review of geotechnical reports, preparation of guidelines for report submittal and grading procedure requirements, public works projects, and general geotechnical consultation.

City of Dana Point (2001-2014; 2015-Present): Review of complex geotechnical projects, emergency and litigation consultation, and public works projects.

City of Vista (2000-2005): Review of geotechnical reports and general geotechnical consultation.

City of Rancho Palos Verdes (2004-2006): Alternate member of Geotechnical Appeals Board.

City of Malibu (1991-97): Review of geotechnical reports, preparation of guidelines, policy and standards for report submittal, public works projects, geotechnical hazards analysis, emergency response, planning evaluation, legal consultation.

City of Moorpark (1995-97): Review of geotechnical reports, preparation of guidelines, policy and standards for report submittal.

City of Agoura Hills (1988-97): Review of geotechnical reports, preparation of guidelines, policy and standards for report submittal, public works projects, geotechnical hazards analysis, emergency response, planning evaluation, legal consultation.

City of Palos Verdes Estates (1992-97): Review of geotechnical reports, preparation of guidelines, policy and standards for report submittal, public works projects, geotechnical hazards analysis, emergency response, planning evaluation, legal consultation.

City of Hidden Hills (1992-97): Review of geotechnical reports, preparation of guidelines, policy and standards for report submittal.

Additional Geotechnical Consultation to Cities: Cities of Lake Forest, La Habra Heights, and Laguna Beach.

PAVEMENT ENGINEERING AND DESIGN

Various Projects, City of Irvine Public Works Department, CA. (2012-2014). Principal-in-Charge. Various projects including: Irvine Center Drive, Campus Drive, Jamboree Boulevard, and Jeffrey Road pavement rehabilitations.

Street Widening and Overlays, Cities of Irvine and Lake Forest, CA. (1997-2010). Principal-in-Charge. Geotechnical Engineering oversight of design and construction for various projects including: Irvine Center Drive, Lake Forest Drive, Bake Parkway, Portola Parkway, and Sand Canyon Boulevard street widening and overlays.

City of Dana Point – Dana Point, CA (2002-2014). Principal-in-Charge. Various projects including: Street of the Golden Lantern, Stonehill Drive, Del Obispo Street, Camino Capistrano, Pacific Coast Highway, Del Prado overlays, and miscellaneous residential street overlays and slurry seals.

City of Aliso Viejo – Aliso Viejo, CA (2012-2014). Principal-in-Charge. Various projects including: Aliso Creek Road, Pacific Park Drive, Moulton Parkway, Oso Parkway, La Paz Road overlays.

City of Laguna Niguel – Laguna Niguel, CA (2002-2014). Principal-in-Charge. Various projects including: Street of the Golden Lantern, Camino del Avion, Niguel Road, Cabot Road, Paseo de las Colinas, Camino Capistrano, Aliso Creek Road, La Paz Road rehabilitation and overlays, and miscellaneous residential street overlays and slurry seals.

City of Newport Beach – Newport Beach, CA (2009-2014). Principal-in-Charge. Various projects including: Newport Center Drive, Balboa Avenue, River Avenue, Mesa Drive, Bayside Drive overlays, and miscellaneous residential street overlays and slurry seals.

City of Rancho Santa Margarita – Rancho Santa Margarita, CA (2011-2014). Principal-in-Charge. Various projects including: Santa Margarita Parkway, Antonio Parkway, Robinson Ranch Road overlays and slurry seals (2006-2014); and miscellaneous residential street overlays and slurry seals.

City of Laguna Niguel – Laguna Niguel, CA (2002-2014). Principal-in-Charge. Various projects including: Street of the Golden Lantern, Camino del Avion, Niguel Road, Cabot Road, Paseo de las Colinas, Camino Capistrano, Aliso Creek Road, La Paz Road rehabilitation and overlays, and miscellaneous residential street overlays and slurry seals.

County of Orange Ortega Highway Widening – San Juan Capistrano, CA (2009-2011). Principal-in-Charge. Pavement design for Phase 1 widening of Ortega Highway from the City of San Juan Capistrano border to Antonio Parkway. Design involved pavement rehabilitation of existing roadway and widening of both roadway shoulders.

GEO-STRUCTURAL ENGINEERING

MECHANICALLY STABILIZED EARTH (MSE) WALLS:

The Irvine Company Development Areas 2C4 and 5 - County of Orange, Newport Coast, CA: Design and construction oversight of numerous Loffel walls throughout the Newport Coast development area for The Irvine Company. Wall heights range up to 25 feet in height.

Ladera Development, County of Orange, CA:: Design and construction oversight of 50-foot-high “Loffel”-type MSE wall at the entrance to the Ladera Development in South Orange County. The wall was the highest wall permitted in the County of Orange to date. Due to the wall’s height, it involved an extensive design and review process. In addition, the wall was instrumented with slope inclinometers and an array of specially designed survey points integrated into the block facing. An abstract for a paper describing the wall design and instrumentation results was accepted to the ASCE GEO-DENVER 2000 Conference.

Distressed “Keystone” Wall Evaluations: 1) Placentia, Forensic evaluation of distressed “Keystone” wall for Shea Homes, 2) Agoura Hills, Forensic evaluation of distress behind “Keystone” wall for Oaks Christian School, 3) Rancho Bernardo, CA: Comprehensive forensic evaluation of severely distressed “Keystone” Wall at the Legacy/Toshiba development.

Crystal Cove Access Road, The Irvine Company, Orange County, CA: Design of up to 40-foot-high “Loffel”-type MSE wall to support a major access road to a detention basin and recreation area. Special design considerations included: High seismic area, use of select backfill in both reinforced and retained zones, and erosion protection at the toe of the wall.

Spectrum 5 Commercial Development Area - Irvine, CA: Design and construction oversight for over 1700 lineal feet of a “Loffel”-type MSE wall.

San Dimas Residential Development (Tract 52717) – San Dimas, CA: Development of design plans and specifications for over 30 MSE walls incorporated into rough grading plans for a large residential development.

SOIL NAIL AND TIE-BACK WALLS/SLOPES:

China Cove Soil Nail Wall/Slope, City of Corona Del Mar, CA: Structural and geotechnical design and construction oversight for soil nail wall and slope with “boulderscape” facing. Design done to mitigate long-term surficial failure problem and upgrade the look of a high profile slope.

Placentia Slope Stabilization – Placentia, CA: Structural design for soil nail wall at the rear of several homes in residential development. Wall was designed to stabilize slope while minimizing space impacts in rear yard.

HOA Tie-back Slope Stabilization, City of Orange, CA: Structural and geotechnical design and construction oversight for tie-back slope stabilization project. Complete design plans and specifications were provided. Geotechnical and special inspections performed during construction. Services also included construction management.

MASONRY RETAINING WALLS:

Masonry Wall Design – Sendero Development of Rancho Mission Viejo, CA: Complete geotechnical and structural design for masonry walls for level ground, toe-of-slope and top-of-slope conditions. Includes complete structural plans and details. Designs for miscellaneous structures such as pilasters, monuments also provided.

Masonry Wall Design – Esencia Development of Rancho Mission Viejo, CA: Complete geotechnical and structural design for masonry walls for level ground, toe-of-slope and top-of-slope conditions. Includes complete structural plans and details. Designs for miscellaneous structures such as pilasters, monuments also provided.

CAISSON WALLS:

Palos Verdes Drive Roadway Stabilization – Palos Verdes Estates, CA: Performed geotechnical and structural design and construction oversight for caisson tie-back wall to provide lateral support to a portion of Palos Verdes Drive North. Complete plans and specifications were developed.

Berquist Residence Caisson Supported Retaining Wall – Dana Point, CA: Performed structural engineering for caisson supported top of slope retaining wall. Complete plans and specifications were developed.

LEGAL CONSULTATION

Mr. Silver has provided geotechnical consultation for litigation on a wide variety of projects for over 20 years in the States of CA and Nevada. He has been deposed numerous times and testified in court on a number of occasions. The type of litigation cases that Mr. Silver has been involved in include:

- Landslides
- Foundation distress due to expansive soils and settlement
- Settlement adjacent multi-story buildings.
- Concrete corrosion/sulfate damage
- MSE walls/retaining walls
- Dewatering/groundwater issues
- Public works failures
- Site drainage

SPECIAL STUDIES

Residential Foundation Deterioration Study for the Cities of Lakewood, La Palma, and Cypress, CA: Staff Engineer - Regional evaluation of concrete corrosion performed for CDMG. Study included: analysis of soil and groundwater conditions, review of construction practice and code requirements and other geotechnical/geological contributing factors.

RECENT PROJECT AWARDS

The following project awards are for projects where Mr. Silver served a primary role in either the geotechnical engineering design or management of the project.

Outstanding Geotechnical Project – CalGeo 2019

Inn at the Mission

Project Awards – ASCE 2018

Lido House Hotel

Outstanding Geotechnical Project – ASCE 2016

Emerald Bay Widening

Outstanding Structural Engineering Project – ASCE 2016

400 Spectrum Center Drive Soil Nail wall

Project Awards – APWA 2016

Marina Park

Oso Creek Multi-use Trail

La Pata Extension

Geotechnical Project of the Year – 2016 – OC/LA ASCE

Cow Camp Road Design – Phases 1A & 1B

Geotechnical/Structural Project of the Year Award – 2015 – OC/LA ASCE

650 Newport Center Drive Office Tower and 670 Newport Center Drive Parking Structure

Airport and Ports Award – OC ASCE 2015

Marina Park

Community Improvement Project Award – OC ASCE 2015

PCH/Del Prado Bridge and Street Improvements

PUBLICATIONS

Sandri, D., Silver, G., Trazo, R., 2000, “Design, Construction, and Monitoring of a 14.9M High Geosynthetic Reinforced Segmental Retaining Wall in a Seismically Active Region”, ASCE Geotechnical Special Publication (GSP) “Advances in Transportation and Geoenvironmental Systems using Geosynthetics”.

Silver, G., Van Thiel, D., 2006, “Permanent Deflection and Performance Study of Drivable Grass”, Published in Stormwater Magazine 2007 and Stormwater Solutions Magazine – 2008.

Shlemon, Roy J., Davis, Paul, and Silver, Gregory, 2008, “Relative Activity of North Branch Splays (NBS) of the Newport-Inglewood Fault Zone, West Newport Oil Field, Newport Beach, CA”.

Silver, Gregory, Bates, Lisa, 2013, “Landslide Stabilization Using High Strength Aggregate-Cement Slurry”, ASCE/Geo Institute 2013 Geo-Congress: Stability and Performance of Slopes and Embankments III, Geotechnical Special Publication No. 231.

Bastani, A., Silver, G., Atkinson, D., 2014, “CPT Based Settlement Prediction Over CA Soft Rock, CPT-14 – 3rd International Symposium on Cone Penetrometer Testing.

Bastani, A., Silver G., 2017, “CPT Based Settlement Prediction Over CA Soft Rock, Stiff Alluvium and Soft Alluvium Sites” – International Foundation Congress and Equipment Expo (IFCEE) 2018.

ROGER W. SCHLIERKAMP, MSc, PE

Principal Pavement Engineer / Director of Pavement Engineering



PROFESSION

Civil Engineer

REGISTRATION

Registered Civil Engineer C81529
State of California

EDUCATION

M.S. Civil Engineering
(Pavement/Materials Engineering),
University of Nevada, Reno
B.S. Civil Engineering
University of Nevada, Reno

PROFESSIONAL EXPERIENCE

GMU Geotechnical, Inc.

(2014 – Present)

Director of Pavement Engineering
Rancho Santa Margarita, California

Twining, Inc.

(2011 – 2014)

Pavement Engineer
Long Beach, California

University of Nevada, Reno

(2009 – 2011)

Graduate Researcher, Pavement /
Materials
Reno, Nevada

PROFESSIONAL AFFILIATIONS

- California Asphalt Pavement Association (CalAPA)
- ASCE Orange County - Engineers without Borders
- American Society of Civil Engineer (ASCE)
- AGC
- American Public Works Association (APWA)
- Santiago Canyon College – Part Time Instruction (Construction Materials)

Roger possesses 12 years of experience in pavement engineering and construction projects, including pavement observation, testing, construction management, evaluation/design, pavement condition index, specification development, and mix design development projects. His experience includes working with local agencies, private sector clients, civil engineering firms, paving contractors, and pavement material producers. He has also served as a Quality Control/ Quality Assurance (QA/QC) Manager. Roger's engineering experience includes pavement evaluations, developing cost-effective pavement design recommendations, performing pavement mix designs, and managing testing/observation services of pavement-focused construction projects. His experience as a QC Manager provides him a thorough understanding of various pavement construction specifications. Roger's proficiency in both pavement construction and design allows him to support his clients in achieving quality and cost-effective pavement solutions. His experience in pavement design and construction includes:

- Pavement engineering evaluation, structural analysis, design expert
- Pavement condition index assessments
- Non-destructive testing, including deflection testing & ground-penetrating radar (GPR) testing
- Pavement smoothness testing
- Pavement mix designs, including hot-mix asphalt (HMA), rubberized hot-mix asphalt (RHMA), warm-mix asphalt (WMA) following Marshall, Hveem, and Superpave design methods, soil-stabilization, and cold recycled asphalt
- Pavement preservation strategies, including fog seals, slurry seals, scrub seals, micro-surfacing seals, and chip seals
- Pavement rehabilitation strategies, such as rubberized pavement overlays, cold recycling, full-depth reclamation, cement/lime base, and subgrade stabilization
- In-depth knowledge of various pavement construction specifications, including Caltrans, Greenbook, Airport, and Ports.
- Quality control / assurance laboratory testing expertise, including Hveem Stability, Hamburg Wheel Track, Moisture Susceptibility, Maximum Density, Wet Track Abrasion, and more.

Select Pavement Evaluation and Design Projects – Local Municipalities and Agencies

2022 Zone F Slurry Seal Project, City of Lake Forest, CA: Managed quality assurance observation and testing services for the 2022 City of Lake Forest Zone F Slurry Seal Project. Slurry seal laboratory tests included moisture content, emulsion content, residual binder content, gradation, sand equivalent, and wet-track abrasion test.

Trampas Dam, Santa Margarita Water District, Rancho Mission Viejo, CA: Roger managed and oversaw the asphalt concrete (AC) materials testing component of the Trampas Dam Project, including pavement laboratory acceptance tests, such as asphalt concrete binder content, gradation, and Hveem Stability value.

Los Monteros Homeowners Association Pavement Repair Project, South Coast Water District, Dana Point, CA: Unstable subgrade conditions were exposed during waterline repairs. Roger performed and managed pavement surface condition assessments, pavement corings, dynamic cone penetrometer testing, laboratory testing, and development of cost-effective pavement repair recommendations (geogrid subgrade stabilization and full-depth reclamation with cement treatment recommendation strategies) to address unstable subgrade conditions. During construction, Roger managed quality assurance observation and testing services, including compaction testing.

Irvine Center Dr., Trabuco Rd., Irvine Blvd., and Walnut Ave. Pavement Evaluation Projects, City of Irvine, Irvine, CA, January 2022. Pavement design engineer overseeing the evaluation of 4 major arterial segments located throughout the city of Irvine, including pavement surface condition assessment, corings, falling weight deflectometer testing, laboratory testing, analysis, and development of pavement rehabilitation recommendations.

Harbor Blvd., Frontera St., and Nohl Ranch Road Ave. Pavement Evaluation Projects, City of Anaheim, Anaheim, CA: October 2021. Pavement design engineer overseeing the evaluation of 3 arterial segments located throughout the City of Anaheim, including pavement surface condition assessment, corings, falling weight deflectometer testing, laboratory testing, analysis, and development of pavement rehabilitation recommendations.

Various Pavement Improvement Projects, Orange County, CA: January 2021. Pavement design engineer overseeing pavement condition assessment, coring, lab testing, analysis, and development of pavement design recommendations for various OCPW projects, including Carbon Canyon Regional Park Pavement Rehabilitation Project and Strands Beach at Salt Creek Parking Lot Pavement Evaluation Project.

Glenn Ranch Road Pavement Evaluation, City of Lake Forest, CA: January 2021 Pavement evaluation and design, including deflection testing analysis, coring, lab testing of Glenn Ranch Road arterial street.

2020 “Phase 1” Citywide Pavement Evaluation Project, City of Aliso Viejo, CA, December 2020 to January 2021: Pavement design engineer overseeing pavement condition assessments, corings, laboratory testing, analysis, and pavement repair recommendations of arterial and residential street segments. One of the primary objects was to address concerns regarding lack of aggregate base beneath most of the city streets and how its absence could impact pavement performance.

East Coast Highway (MacArthur Blvd. to Newport Coast Dr.) Pavement Evaluation Project, City of Newport Beach, Newport Beach, CA: Pavement design engineering overseeing the evaluation of the busy arterial roadway East Coast Highway (a.k.a. Pacific Coast Highway), including falling weight deflectometer (FWD or deflection) testing to evaluate the roadway's current structural capacity and ground-penetrating radar (GPR) testing to evaluate location of underlying PCC pavement.

Market Street (LA River to Cherry Avenue) Pavement Evaluation Project, City of Long Beach, Long Beach, CA: Evaluated PCC and AC pavement, developed PCC and AC pavement rehabilitation recommendations.

Colima Road Rehabilitation, City of Whittier, Whittier, CA: Pavement evaluation of Colima Road, from Lambert Road to Mar Vista Street, and developed pavement reconstruction recommendations to achieve 20-year design life.

City of Torrance, Plaza Del Amo at Western Mobility Enhancement Project, April 2019: Performed pavement evaluation / design of existing roadway as well as widened roadway.

FY 2018-19 Pavement Maintenance/Repair Project, City of Dana Point, CA: Winter 2018-May 2019 Performed pavement surface condition assessments of various streets throughout City of Dana Point, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications, oversaw quality assurance observation/testing services during construction phase.

Annual Residential Slurry Seal FY 2021-22 Project, City of Dana Point, CA: Oversight and management of rubberized polymer-modified slurry (RPMS) seal observation and testing services.

Bonita Canyon Drive and Ford Road Pavement Evaluation, City of Newport Beach, CA: March 2019 – June 2019 Performed pavement evaluation consisting of pavement surface condition assessments, corings, deflection testing, lab testing, analysis, and development of pavement rehabilitation recommendations.

Bison Avenue, San Joaquin Hills Road, San Nicolas Pavement Evaluation, City of Newport Beach, CA: November 2018-May 2019 Performed pavement evaluation consisting of pavement surface condition assessments, corings, deflection testing, lab testing, analysis, and development of pavement rehabilitation recommendations.

City of Torrance, Crenshaw Boulevard Rehabilitation Project, April 2019 Performed pavement evaluation to develop pavement rehabilitation repair recommendations.

Various Pavement Evaluation Project, City of Lake Forest, CA. Performed pavement evaluation for various pavement CIP projects, including Portola Parkway (2015), Dimension Drive (2015), Civic Center Drive (2016), etc.

El Toro Road, Bake Parkway, Lake Forest Drive, City of Lake Forest, CA: Managed the pavement evaluation of nearly 9 centerline miles of arterial streets within the City of Lake Forest, including coring, deflection testing, mapping of localized AC repairs, pavement engineering analysis, and development of pavement rehabilitation recommendations.

Jamboree R. (Michelle Dr. to RR Tracks) Pavement Evaluation Project, City of Irvine, CA: November 2018 Performed pavement evaluation consisting of deflection testing, corings, surface condition assessment, laboratory testing, analysis, and development of pavement rehabilitation repair recommendations.

Aliso Creek Trail Pavement Repair Project, Trabuco Canyon Water District, Lake Forest, CA: (2018) TCWD performed water infrastructure improvements along this trail, which required restoration and improvement of the pavement along the trail. Roger performed and managed pavement evaluation to construction services of a segment of Aliso Creek Trail maintained by TCWD, including pavement surface condition assessments, preparation of plans/specifications, and construction quality assurance observation and testing services.

Mayfair and Raintree Pavement Repair Project, Trabuco Canyon Water District, Rancho Santa Margarita, CA: (2018) A waterline break occurred and lifted the asphalt concrete roadway surface. Roger performed and managed pavement evaluation to construction services of Mayfair Dr and Raintree Ln, including pavement surface condition assessments, preparation of plans/specifications, and construction quality assurance observation and testing services to help restore the pavement's condition and elevation.

Access Road Pavement Reconstruction Project, Trabuco Canyon Water District Wastewater Treatment Plant, Trabuco Canyon, CA: (2017) The existing road that provides access to TCWD's Waste Water Treatment Plant was in very poor condition and drained poorly at certain locations. Roger performed and managed this project from evaluation through construction, including pavement surface condition assessments, corings, laboratory testing, developing cost-effective pavement reconstruction recommendations (full-depth reclamation with cement treatment), preparation of plans/specifications, and construction quality assurance observation and testing services. Slurry seal was applied a year later as a pavement preservation treatment to extend the life of the newly reconstructed roadway.

Califia Neighborhood, Santa Margarita Water District, Mission Viejo, CA: (2016) Roger managed quality assurance observation and testing services of waterline trench backfill and asphalt concrete paving, including compaction testing and laboratory testing of the pavement materials used during construction.

City of Santa Fe Springs, Santa Fe Springs and Painter Avenue Pavement Reconstruction Project, October 2018 Performed pavement evaluation and developed pavement reconstruction repair recommendations, including full-depth reconstruction repair.

City of Aliso Viejo, Glenwood Terrace Neighborhood Pavement Evaluation Project, January 2018: Performed pavement evaluation to develop rehabilitation repair recommendations for the residential neighborhood of Glenwood Terrace.

City of Santa Fe Springs, "South Residential 1" Pavement Evaluation Project, October 2017: Performed pavement evaluation and developed pavement reconstruction repair recommendations, including full-depth reconstruction repair. Provided observation and testing services during construction phase (April 2019).

Pavement Evaluation Project, City of San Juan Capistrano (SJC), SJC, CA: April 2017 AC pavement evaluation of different streets throughout the City of San Juan Capistrano.

City of San Juan Capistrano, Camino Capistrano, March 2017: AC pavement evaluation and rehabilitation design.

City of Stanton Sunshine Village Tract, Concrete Alley, and Cerritos Avenue, Stanton, CA (February 2017): AC and PCC pavement evaluation of neighborhood streets and alleys.

Los Patrones Parkway, 2015 to Present: Pavement design of new alignment of Los Patrones Parkway using cement-treated soil.

San Gabriel Trench Pavement Value Engineering, Alameda Corridor East Construction Authority, San Gabriel, CA: (August 2016) Developed alternative pavement recommendations using in-place materials.

Ocean Boulevard and Poppy Avenue, Newport Beach, California, June 2016: PCC and AC pavement evaluation and reconstruction design.

Crown Valley Parkway Pavement Evaluation & Design Project, Laguna Niguel, CA: April 2016. AC pavement evaluation and rehabilitation design.

Alicia Parkway Slurry Seal Investigation, Laguna Niguel, California, 2014: Slurry seal evaluation.

Irvine Avenue, Newport Beach, California, November 2014: AC pavement evaluation and rehabilitation design.

Pavement Reflective Cracking Investigation Project, Mission Viejo, California, August 2015.

MacArthur Boulevard Rehabilitation, Newport Beach, California, September 2015: AC pavement evaluation and rehabilitation design.

Palm Avenue Grade Separation Project, San Bernardino, California, July 2015: Pavement surface distress evaluation.

Various Streets and Parking Lots, San Juan Capistrano, California, July 2015: AC pavement evaluation and reconstruction design of 7 sites.

Metro Blue Line Artesia Park N Ride Parking Lot, Compton, California, October 2013: AC pavement evaluation and repair recommendations for recently constructed bus parking lot.

Cherry Avenue and Myrtle Street, Long Beach, California, 2013: AC pavement evaluation and reconstruction design.

San Antonio Street, Long Beach, California, 2013: PCC pavement evaluation reconstruction design.

190th Street, Torrance, California, 2013: AC pavement evaluation and rehabilitation design.

Pickett Avenue, Garden Grove, California, 2012: AC pavement evaluation and reconstruction design.

Alondra Boulevard, Norwalk, California, 2011: AC pavement evaluation and rehabilitation design.

Select Quality Assurance Testing and Observation Projects

City of Dana Point - FY 19-20 Annual Roadway Resurfacing Project, Winter 2020: Pavement construction observation and testing services, including submittal reviews and engineering support during construction.

Annual Roadway Resurfacing FY 20-21 Project, City of Buena Park, CA: November 2020: Rubberized Emulsion Aggregate Slurry (REAS) slurry seal observation and testing.

City of Aliso Viejo – Windsong, Carbrook, and Park Avenue, December 2020-January 2021: Project involved use of fiber-reinforced AC mixture.

City of Aliso Viejo – Pacific Park Drive, November-December 2020: Quality assurance manager. Project involved use of fiber-reinforced rubberized AC mixture.

Annual Residential Slurry Seal FY 20-21 Project, City of Rancho Santa Margarita, CA: November 2020: Periodic observation and testing services of crack repairs and rubberized polymer-modified slurry (RPMS) seal.

2020 Residential Slurry Seal and Paving Projects, City of Mission Viejo, CA: July-November 2020. Oversight and management of crack repairs and rubberized polymer-modified slurry (RPMS) seal observation and testing services.

City of Mission Viejo – Alicia, Jeronimo, and Marguerite Rehab (CIP 20837), September-October 2020: Localized AC repairs & ARHM overlay rehabilitation of arterial streets.

Residential Slurry Seal FY 2019 Project, City of Mission Viejo, CA: (CIP 20838), August-October 2019: Quality assurance manager for pavement-related materials, including localized AC repairs and Type I rubberized polymer modified slurry seal.

City of Mission Viejo - Felipe Road and Olympiad Road Pavement Rehabilitation Project (CIP 19837), June-July 2018: Localized AC repairs and ARHM overlay quality assurance observation & testing.

City of Chino Hills - 2018-19 Slurry Seal Project, Chino Hills, CA: (June-July 2019) Type I emulsion aggregate slurry seal (EAS) quality assurance observation & testing.

Las Flores Slurry Seal Project, City of Rancho Santa Margarita, CA: June 2019: Type II emulsion aggregate slurry seal (EAS) quality assurance observation & testing.

Residential Slurry Seal FY 2018-19 Project, City of Buena Park, CA: June, 2019: Type I Rubberized Emulsion Aggregate Slurry (REAS) quality assurance observation & testing.

City of Newport Beach, MacArthur Boulevard & University Pavement Rehabilitation Project, April-October 2019.

City of Dana Point, FY 2018-19 Pavement Maintenance & Repair Project, April 2019.

City of San Juan Capistrano, Del Obispo & Ortega Parking Lot Project, May-June 2019.

City of Rancho Santa Margarita, FY 2018-19 Slurry Seal Project, January 2019.

City of Mission Viejo, On-Call Encroachment Permit Inspection Projects, 2017 to Present: As-needed, various EP projects.

City of Newport Beach, Marguerite Avenue and Hospital Road Pavement Rehabilitation Project, November 2018.

City of Mission Viejo, FY 2018 Residential Slurry Seal and Overlay Project, October 2018.

City of Aliso Viejo, Aliso Creek Road Pavement Rehabilitation Project, October 2018.

City of Laguna Niguel, FY 2017-18 Arterial Pavement Rehabilitation Project, September 2018.

City of Mission Viejo, Trabuco Road and Marguerite Parkway Pavement Rehabilitation Project, June 2018: Performed quality assurance observation/testing services to comply with Federally-funded project requirements.

City of Mission Viejo, FY 2017 Residential Slurry Seal and Overlay Project, October 2017.

Los Patrones Parkway (New Alignment), Rancho Mission Viejo, August 2017-October 2019.

City of Rancho Santa Margarita, FY 2017-18 Slurry Seal Project, June 2018.

2017 ARAM and ARHM Overlay, Laguna Niguel, California, November 2016.

Aliso Viejo Parkway Pavement Rehabilitation Project, Aliso Viejo, California, July 2017.

2016 AC Repairs Project, Laguna Niguel, California, November 2016.

Pacific Park Pavement Rehabilitation, Aliso Viejo, California, November 2016.

Del Obispo Pavement Rehabilitation, Dana Point, California, October 2016.

Chino Hills Parkway Pavement Repairs, Chino Hills, California October 2016.

Susana Road Pavement Reconstruction, County of Los Angeles, Compton, California, October 2016: Cement-treated base testing/observation.

2016 Various Locations Pavement Repairs Project, San Juan Capistrano, California, October 2016: AC, AB, subgrade, geogrid, cement-treated materials.

Irvine Avenue Rehabilitation, Newport Beach, California, Fall/Winter 2016-17: AC, base, subgrade, concrete materials.

Residential AC Repairs and Slurry Seal Projects, City of Mission Viejo, CA: September 2016: AC, base, subgrade, slurry seal, tack, and pavement interlayer materials testing/observation.

Annual Residential Slurry Seal, Newport Beach, California, Summer 2015.

Palmia Neighborhood, Santa Margarita Water District, Mission Viejo, California, Summer 2016:
AC trench paving.

Saint Christopher Neighborhood, Laguna Niguel, California, August 2015.

2015-16 Annual Overlay, Rancho Santa Margarita, California, July 2016.

Los Serranos Infrastructure Improvements, Chino Hills, California, April 2016.

Peyton Widening, Chino Hills, California, February 2016.

Reagan and Peterson Park Parking Lot Rehabilitation, Diamond Bar, California, October 2015.

Del Prado Phase 2A, Dana Point, California, August, 2015.

2014/15 Annual Overlay, Dana Point, California, April 2015.

2014/15 Annual Residential Overlay and Slurry Seal Projects, Rancho Santa Margarita, California, Summer 2015.

Trabuco/Monroe Intersection Improvements, Irvine, California, February 2015: Federally-funded project, observation/testing of pavement materials.

Antonio Parkway Pavement Rehabilitation, Rancho Santa Margarita, Rancho Santa Margarita, California, July 2014: Observation/testing of pavement materials.

Canwood Street Phase I Pavement Recycling, Agoura Hills, California 2013: Cold recycled AC materials observation/testing.

Main Street, Garfield Avenue, and Springdale Street Pavement Rehabilitation, Huntington Beach, California, 2013.

Escalona Road Pavement Rehabilitation, La Mirada, California, 2012.

Willow Street Rehabilitation, Long Beach, California, 2011.

Wilcox Avenue Pavement Rehabilitation, Cudahy, California, 2011.

Select Private Street/Parking Lot Pavement Engineering and Evaluations

Los Patrones Parkway, Rancho Mission Viejo, CA Pavement design engineer for 5-mile long, new alignment for Los Patrones Parkway between Oso Parkway and Cow Camp Road. Various alternative designs were evaluated and the selected pavement design involved use of cement stabilized soil (CSS) to reduce pavement construction costs by approximately 40%. During construction, Roger provided engineering support and reviewed QC/QA test results of CSS, aggregate base, AC, and PCC roadway.

Cow Camp Road, Rancho Mission Viejo, CA: Pavement design services to support Project Report and final design PS&E for a 4-mile arterial roadway between Antonio Pkwy and Ortega Hwy on the north side of San Juan Creek.

3075 & 3151 Imperial Highway, City of Brea, Brea, CA: (July 2020) Pavement evaluation and repair recommendations to meet 10- and 20-year design lives, including full-depth reclamation with cement treatment.

Tapatio Foods – Parking Lot Evaluation, July 2020: Evaluation of recently repaved parking lot, including coring and laboratory compaction testing.

Irvine Company Office Properties (ICOP), Parking Lot Maintenance and Repair Projects, 2018 to Present: Performing pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services for 15+ parking lots maintained by ICOP for FY 2018-19 and FY 20 projects.

Crystal Cove, Irvine Company, Newport Coast, Newport Beach, California, 2016- 2018.

UCI Lot 36 Bus Parking Lot, Irvine, California, October 2016.

UCI California Avenue Parking Lot Study, Irvine, California, March 2016.

Alcoa Parking Lot Pavement Evaluation, Alcoa Fastening Systems, Industry, California, February 2015.

Covey Project, AC Cap Pavement Evaluation, Buena Park, California, January 2016.

Edwards Life Sciences Parking Lot, Irvine, California, January 2016.

Class I Bike Trail, Rancho Mission Viejo, Orange County, California, 2015.

Pepperdine University Pavement Evaluation, Malibu, California, 2013.

Koll Center Newport Parking Lots, CBRE, Newport Beach, California, 2013.

Select Pavement Mix Designs

Dove Canyon Homeowners Association – 2020 Pavement Rehabilitation Project: Developed cement-treatment mix design consisting of existing asphalt concrete, aggregate base, and subgrade materials.

Cement Stabilized Pulverized Base Mix Design Development, Leffingwell Road Street Rehabilitation Project, City of La Mirada, La Mirada, CA: Developed cement-treatment mix design consisting of existing asphalt concrete, aggregate base, and subgrade materials to satisfy Greenbook CSPB mix design requirements.

Cement Stabilized Pulverized Base Mix Design Development, Painter Avenue and Santa Fe Springs Road Pavement Reconstruction Projects, City of Santa Fe Springs: Developed two

cement-treatment mix designs consisting of existing subgrade materials to satisfy Greenbook CSPB mix design requirements.

Cement Stabilized Pulverized Base Mix Design Development, “Residential 1” Pavement Reconstruction Projects, City of Santa Fe Springs: Developed two cement-treatment mix designs consisting of existing subgrade materials to satisfy Greenbook CSPB mix design requirements.

2018 Greenbook (2018 spec) All American Asphalt, Corona, California, December 2016: Developed AC Hveem mix designs for ½” and ¾” mixtures.

2016 Greenbook (2015 spec) All American Asphalt, Corona, California, December 2016.

Runway 6R-24L Extension Project, Soil-Cement Mix Design, LAX, February 2016.

Runway 7L-25R Safety Area Improvements, Soil-Cement Mix Design, LAX October 2016.

Plum Canyon Road Soil-Cement Mix Design, Santa Clarita, California, August 2016.

2014 Greenbook (2012 spec) All American Asphalt, Corona, California, December 2014.

Soil-Cement Mix Design for Corporate Yard Facility, Buena Park, California December 2014.

Cold Recycled Asphalt Concrete and Soil-Cement Mix Designs, County of Los Angeles, California, 2011-2014.

Thermal Club Racetrack Marshall Mix Design, Skanska, La Quinta, California, 2013.

As-Needed Mix Designs, Granite Construction Company, Santa Barbara and Bakersfield, California, 2011-2013.

Greenbook Mix Designs, All American Asphalt, San Fernando, California, 2012.

Caltrans Route 405 RHMA Superpave Mix Design, Torrance, California, 2012.

As-Needed Mix Designs, Griffith Company, Bakersfield, California, 2014.

Pickett Avenue, Garden Grove, California, 2012.

Select Quality Control Testing/Observation Projects

Route 5, CT 12-0F96C4 Widening, Flatiron Corporation, 2015-2016.

Route 405 Sepulveda Pass Widening, Kiewit Construction, Los Angeles, California, 2012-2013.

Route 5 CT 07-121844 and 07-21594, Security Paving, Los Angeles, California, 2014.

Route 710 CT 07-202144, Shimmick Construction, Long Beach, California, 2014.

Route 65 CT 06-0E0604, Granite Construction, Bakersfield, California, 2011.

Route 405 CT 07-3Y9404, All American Asphalt, Torrance, California, 2012.

Select Airport and Port Pavement Projects

Los Angeles World Airports, LAWA Utilities & LAMP Enabling Projects, 2017 to Present: Providing pavement evaluation and repair recommendations for various parking lots.

Runway 6R-24L Extension Project, LAX, February 2016.

Runway 7L-25R Safety Area Improvements, LAX, October 2016.

Port of Long Beach Pier E Wharf Phase 1 Stage 2, Long Beach, California, 2014.

Taxilane J Improvements, Long Beach Airport, Long Beach, California, 2014.

Naval Air Weapons Station Runway 14/32, Hal Hays Construction, China Lake, California, 2013.

Select Pavement/Geotechnical Projects

Phase 1 Trail Improvements, Southern California Edison Corridor, Buena Park, October 2016: Decomposed granite path recommendations for vehicular loads, concrete flatwork, and concrete pavement design.

UCI Lot 36 Bus Yard, Irvine, California, October 2016: Evaluation of existing parking lot for use as bus parking lot area, retaining wall geotechnical design, pole foundation geotechnical design, and concrete flatwork.

Jamboree and Main Intersection Widening, Irvine, California, February 2016: Design of new pavements for widening and retaining wall geotechnical design.

Cerritos Avenue Sidewalk Gap Closure, Anaheim, California, July 2016: Pavement design, concrete flatwork design, and free-standing wall geotechnical design recommendations.

Select Homeowner Association Pavement Projects

Kite Hill Homeowners Association - Community Center Parking Lot, January 2021: Evaluation and repair recommendations of recent parking lot overlay paving.

Whisler Ridge Homeowners Association – 2020 Pavement Evaluation, November 2020: Performed evaluation to assess condition of the roadway given its age.

Dove Canyon Homeowners Association – 2020 Pavement Rehabilitation Project: Performed pavement evaluation/design, prepared plans/specs, performed construction management advisory, and managed materials testing/observation during construction. The repair recommendation implemented on this project saved approximately 40% (~\$400k) in construction costs.

Groves at Orchard Hills Homeowners Association – 2019 sealcoat project: Prepared plan/specs.

Northridge Country Community Association – 2019 Pavement Reconstruction Project, July-October 2019: Prepared plans, specs, and estimates for pavement full-depth reclamation with cement treatment reconstruction for the 2019 phase of work.

Columbus Grove HOA, Tustin/Irvine, August-September 2019: Evaluation of pavement seal coat distresses on recently applied seal coating and developing pavement repair recommendations.

Rancho Capistrano HOA, July-September 2019: Pavement management plan study of all streets within HOA.

Newport Coast Community Association - 2019 Coastal Canyon Parking Lot Improvement Projects, 2019: Performed pavement evaluation and prepared plans, specs, and estimates to improve various parking lots managed by Newport Coast Community Association.

San Joaquin Hills HOA, FY 2019 Pavement Maintenance and Repair Project.

Ladera Ranch Maintenance Corporation (LARMAC), Orange County, CA 2017 to Present: Providing as-needed pavement engineering and construction support services for streets & parking lots maintained by LARMAC.

Bay Harbour HOA, 2016 Pavement Rehabilitation Project and 2018 Pavement Reserve Budget Advisory Services, Long Beach, California.

Crystal Cove HOA Pavement Rehabilitation Project, Newport Coast, California, December 2016 to Present: Providing pavement maintenance/repair budget advisory, maintenance/repair design, and construction support services for each year's pavement project.

2017 Pelican Hill HOA Pavement Rehabilitation Project, Newport Coast, California, January 2017 to Present: Providing pavement maintenance/repair budget advisory, maintenance/repair design, and construction support services for each year's pavement project.

Casta del Sol, City of Mission Viejo, CA: July 2017 to Present. Management and oversight of project that consisted of pavement distress surveys, distress data collection, PAVER analysis, and development of Maintenance and Rehabilitation (M&R) recommendations.

2017 Pacifica HOA Pavement Rehabilitation Project, San Clemente, California, Summer 2016.

Ritz Cove HOA Vehicular Paver Design and Construction Monitoring, Dana Point, California, July 2015.

2014 Niguel Shores HOA Seal Coating Project, Dana Point, California, 2014.

2015-16 Pavement Rehabilitation Project, Montego HOA, Rancho San Clemente, California, Summer 2016.

2016 Pavement Rehabilitation Project, Bay Harbour HOA, Long Beach, California, Summer 2016.

2016 Pavement Reconstruction Project, Northridge County Community Association (Porter Ranch), Northridge, California, April 2016.

Select Pavement Management Plan (PMP) Projects

City of Chino Hills – 2021 Citywide Pavement Management Plan Updates, January 2021 to Present: Helping the City re-establish an up-to-date pavement management system since their last update in 2005. Performing pavement condition index (PCI) assessment of all city-maintained streets consisting of a total of approximately 193 centerline miles of streets.

City of Laguna Niguel - 2020, 2022, and 2024 Citywide Pavement Management Plan Updates, 2020 to Present: Pavement condition index (PCI) assessment of all city-maintained streets consisting of a total of approximately 141.5 centerline miles of streets and budget scenario analysis to help optimize the City's pavement maintenance and rehabilitation schedule and budget (approximately \$2M per year typically).

Crystal Cove Community Association – 2016 to Present: Established a pavement management inventory in 2016 and performing yearly pavement management plan updates since to help the community cost-effectively maintain and optimize their roadway network condition.

Groves at Orchard Hills Homeowners Association – 2019 to Present: Established a pavement management inventory in 2019 and performing pavement management plan updates.

Casta Del Sol Community Association – 2017 to Present: Established a pavement management system in 2017 for approximately 22 centerline miles of streets managed by the HOA with a yearly street improvement budget of approximately \$800k to \$1.2M per year. Performing periodic reviews and updates to the community's pavement management plan each year.

Lake Forest II Master HOA – 2020 to Present: Established a pavement management system in 2020 for approximately 12 centerline miles of streets managed by the HOA with a yearly street improvement budget of approximately \$1.0M per year. Performing periodic reviews and updates of the community's pavement management plan each year.

Emerald Bay Community Association – 2019 to Present: Established a pavement management system in 2019 for approximately 6 centerline miles of streets managed by the HOA with a yearly street improvement budget of approximately \$300k per year. Performing periodic reviews and updates of the community's pavement management plan each year.

Ocean Ranch HOA – 2014 to Present: Established a pavement management system in 2014 for approximately 5 centerline miles of streets managed by the HOA with a yearly street improvement budget of approximately \$600k per year. Performing periodic reviews and updates of the community's pavement management plan each year.

Litigation and Expert Witness Testimony Projects

Can be provided on an as-requested basis due to the nature of these types of projects.

LISA L. BATES, PG, CEG

Associate Geologist

Director of Municipal Geotechnical and Engineering Services



PROFESSION

Engineering Geologist

REGISTRATIONS

Certified Engineering Geologist,
State of California

Professional Geologist,
State of California

CERTIFICATIONS

Qualified SWPPP Practitioner,
State of California

Qualified SWPPP Designer,
State of California

EDUCATION

B.S., Geological Sciences,
University of California, Santa
Barbara

Summer Field Studies, Oregon
State University

AFFILIATIONS

National Association of Women In
Construction, Orange County
Chapter – Past Chapter President
(NAWIC)

South Coast Geological Society

Lisa has over 26 years of experience in various aspects of the geotechnical field. She has worked successfully with homeowners' associations, residential and commercial developers, master community planners, and governmental agencies on both private and public works projects. She has extensive experience in a wide variety of projects including: residential and commercial development, public works projects, hillside grading, landslide investigation and mitigation, and forensic investigations. Ms. Bates excels at landslide and slope failure investigations and repairs, and has worked with many homeowners' associations on slope issues. In addition, she has served as an expert witness for several legal matters. She is also the Reviewing Geologist for several public agencies. Her goal is to provide an outstanding product to her clients in a timely and cost efficient manner, while upholding the high standards and mission of GMU. Selected project categories representative of Ms. Bates' experience are described below:

- Landslide/Slope Failure Investigation and Repair
- Construction Management
- Geotechnical Review/Consulting Services for Multiple Cities
- Public Works Projects
- Fault Studies
- Legal Consultation
- Residential/Commercial Projects
- Single Family Residential Custom Developments

Additional information and notable projects from Lisa's portfolio are summarized on the following pages.

CONSULTANT TO PUBLIC AGENCIES

Lisa has over 26 years' experience working with various governing agencies, including 20 years providing on-call geotechnical services to a variety of agency clients. A chronological list of Ms. Bates' experience is described below:

- **City of Aliso Viejo (2011 to 2012):**
 - Construction Observation
 - Emergency Services (Slope Failures)
- **City of Rancho Santa Margarita (2008 to current):**
 - Development Reviews
 - Geotechnical Investigation and Design
- **City of Laguna Niguel (2002 to current):**
 - Development Reviews (Building, Grading, and Planning/Entitlement)
 - Geotechnical Investigation and Design
 - Construction Observation
 - Emergency Services (Landslides, Public Safety, "Red Tagging", etc.)
 - Geotechnical Monitoring
- **City of Chino Hills (2002 to current):**
 - Development Reviews (Building, Grading, and Planning/Entitlement)
 - Geotechnical Investigation and Design
 - Construction Observation
 - Emergency Services (Landslides, Public Safety, etc.)
 - Geotechnical Monitoring
- **City of Dana Point (2008 to current):**
 - Geotechnical Investigation and Design
 - Construction Observation
 - Emergency Services (Slope Failures, Blufftop Failures, Public Safety, etc.)
 - Geotechnical Monitoring
- **City of Laguna Hills (2010 to 2020):**
 - Development Reviews (Grading, Planning, and Entitlement)
 - Geotechnical Investigation and Design
- **City of Mission Viejo (2016 to current):**
 - Development Reviews (Engineering)
 - Geotechnical Investigation and Design
 - Construction Observation
 - Emergency Services (Landslides, Public Safety, etc.)
 - Geotechnical Monitoring
- **City of Anaheim (2021 to current):**
 - Development Reviews (Engineering)
- **City of Laguna Beach (2022 to present):**
 - Development Reviews (Hydrology and WQMP)

PUBLIC WORKS PROJECTS

- **Lower Curtis Park Expansion Project, City of Mission Viejo** – Geotechnical investigation for proposed park expansion to include 4 new sports fields and associated improvements. Project included study of multiple large landslides and impacts of proposed development on landslide stability. Project is currently under construction, including landslide removal, mass grading, and import of over 1 million cubic yards of fill soil.
- **Tier 1, Tier 2, and Tier 3 Improvement Projects, Crown Valley Community Park, City of Laguna Niguel** – Three phases of improvements at the City's largest park included: New tot lot, splashground, amphitheater, parking lots, bridge, and community building, as well as retaining walls, and other non-structural elements. Scope included geotechnical investigations and design support for these improvements, as well as construction geotechnical observations, testing, special inspection, non-destructive testing, and materials testing.
- **La Pata Avenue Gap Closure, South, County of Orange** – Geotechnical investigation for proposed alignments of widening and extension of La Pata Avenue from Ortega Highway to San Clemente. Project included study of multiple large landslide complexes, fault alignments, and complex geology.
- **La Pata Interim Widening for New High School, San Juan Capistrano** – Capistrano Unified School District: Project included geotechnical investigation and construction observation during widening and re-paving of existing roadway.
- **Reclaimed and Domestic Water Reservoirs, City of Chino Hills** – Geotechnical investigation for proposed water reservoirs in semi-developed areas. Project included subsurface investigation for reservoir sites and access roadways as well as review of proposed plans. Scope during construction of reservoirs included geotechnical observation and testing, and special inspection.
- **Dana Point Harbor, City of Dana Point** – Geotechnical investigation for redevelopment of existing harbor facilities, including new parking structure, retail, restaurants, boat storage and supporting improvements.
- **Long Beach Sports Park, Long Beach** – Geotechnical investigation for planned recreational sports complex including artificial turf soccer and baseball fields, clubhouse/concessions, office building and skate park to be constructed on property used for oil field operations and debris disposal. Project included complex investigation to evaluate buried alluvial channel and marshland overlain by debris and fill soils, and development of geotechnical recommendations for corrective grading and design of structures.
- **Sports Park, Chino Hills, City of Chino Hills** – Project included geotechnical investigation, input on design, and construction observations during rough and precise grading, including paving and construction of artificial grass fields.
- **City Hall, City of Laguna Niguel** – Geotechnical investigation for proposed City Hall site on existing graded area. Project included subsurface investigation, design support, and grading observations.
- **Portuguese Bend Beach Club, Rancho Palos Verdes** – Army Corps of Engineers: Geotechnical investigation for proposed seawall and buttress at toe of active Portuguese Bend landslide. Investigation included design and analysis of alternative methods to preserve coastal environment.
- **Government Center, City of Chino Hills** – Geotechnical investigation, design recommendations, plan

review, and observation of construction of new civic center. Center includes new parking structure, City Hall, fire, and police buildings as well as residential development.

- **Ortega Highway (State Route 74) Widening between San Juan Creek and Orange/Riverside County Line, Orange County, Private Contractor** – Project included providing on-call geotechnical services to general contractor, including evaluation of temporary slope stability in hard rock and rock fill.

LANDSLIDE/SLOPE FAILURE INVESTIGATION AND/OR REPAIR

Ms. Bates' experience investigating and/or repairing landslides, slope failures, and erosion includes dozens of projects. The list below includes highlights of her project experience, including high-profile or complex landslides.

- **Hacienda Road, La Habra Heights** - City of La Habra Heights: Project included geotechnical investigation of a portion of roadway with steep natural slopes and existing distress. Investigation included large and small diameter borings, installation and monitoring of a slope inclinometer, geologic analyses, and development of repair options. Project also included development of design repair plans and specifications, as well as coordination with bidders and impacted agencies.
- **Poppy Trail Landslide, Rolling Hills** – California Joint Powers Insurance Authority: Project included geotechnical investigation and design of repair of a large landslide within a hillside residential area. Challenges included steep terrain, adjacent properties, and complex geology. Duties included geologic investigation and grading observations, project oversight, and construction management advisor services.
- **Philemon Landslide, Dana Point** – Private Developer: Project included geotechnical investigation and design of repair of a landslide impacting four residential structures. Challenges included existing residences and adjacent properties, adverse geologic structure, and poor shear strengths for onsite soils. Repair design included innovative slurry backfill of keyway excavation. Duties included geologic investigation, project oversight, and grading observations. Project won 2014 CalGeo Project Award and was presented at 2013 Geo-Congress in San Diego.
- **Horseshoe Landslide, Anaheim Hills** – Homeowners Association: Project included emergency geotechnical services after re-activation of ancient landslide within developed area. Duties included geotechnical investigation, construction management advisor services, long-term monitoring, groundwater monitoring, development of repair plan, coordination with the Association and their legal counsel, and communication with public agencies. Landslide is underlain by complex geology, and crosses City boundary.
- **Portuguese Bend Landslide Complex, Rancho Palos Verdes** – Various Clients: Multiple projects within the ancient landslide complex included investigations of:
 - Active Portuguese Bend Landslide
 - "Parcel 4" Landslide
 - Abalone Cove LandslideTasks included coordinating complex geologic field investigations with multiple drilling methodologies, analyzing data collected to prepare maps and geologic cross-sections, creation of a structure contour map of the entire landslide complex, and development of mitigation measures to stabilize the landslides.

- **South Shores Landslide, Rancho Palos Verdes** – Harris & Associates: Project included study of the inactive landslide's potential impact on a new storm drain system, including large diameter and continuous core drilling, analyses, and development of conceptual designs.

RESIDENTIAL/COMMERCIAL DEVELOPMENT

- **Cielo Vista Residential Development, County of Orange** – Residential development planned on undeveloped land required fault studies, geotechnical investigation, and foundation investigation for entrance bridge. Tasks included developing recommendations for rough grading, retaining wall, bridge, and residential structure design and providing design input during plan preparation. Provided project management for structural design of retaining and MSE walls. Project required approval from MWD for geotechnical impacts to existing Lower Feeder pipeline, involving detailed analyses, multiple meetings with MWD staff, and coordination of responses to MWD requirements and comments. Project is currently under construction, with GMU providing geotechnical observation and testing, materials testing, and Special Inspection services, as well as vibration monitoring services.
- **Talega, San Clemente** – Geotechnical investigation and geotechnical design recommendations for master planned community, including landslide and slope stability mitigation for hillside development. Investigation included drilling and logging numerous bucket auger and hollow stem borings.
- **Geotechnical Investigation, Grading & Observations, Rancho Mission Viejo/DMB Ladera, LLC, Ladera Ranch** – Geotechnical investigation and grading/construction observations of 8000+ unit master planned community. Tasks include drilling numerous bucket auger and hollow stem borings and geologic mapping and observation during mass and rough grading.

FAULT STUDIES

- **Cielo Vista Residential Development, County of Orange, North County BRS Project, LLC** – Supplemental fault study of site crossed by Whittier Fault. Included excavation and detailed logging of over 500 feet of trench. Fault study analyses methodologies included fracture mechanics, physical characteristics, geomorphology, and datable sediments. Fault study reviewed and approved by County of Orange as part of development approval.
- **The Ranch Plan, Orange County** – Rancho Mission Viejo: Fault investigation of Mission Viejo fault located within proposed development bubble.
- **Seacliff Shopping Center, Huntington Beach** - Shea Homes: Fault investigation of branch of Newport-Inglewood fault zone located within Alquist-Priolo Earthquake Studies Zone for proposed shopping center. Investigation included extensive trenching and design review.
- **Hoag Hospital, Newport Beach** - Hoag Hospital: Fault investigation of Newport-Inglewood fault zone and observation during grading of additional parking area and proposed structures.
- **Foothill Transportation Corridor, CP Alignment, Orange County** - Transportation Corridor Agencies: Fault investigation of branch of Cristianitos fault crossing proposed toll road alignment.

LEGAL CONSULTATION

Ms. Bates has provided geotechnical consultation for litigation on a variety of projects for over 17 years in the State of California. She has been deposed, testified at trial, and participated in mitigation for several cases, including the following issues:

- Landslides
- Slope failure
- Construction dispute
- Slope repair
- Concrete type/source

PUBLICATIONS:

Silver, Gregory, Bates, Lisa, 2012, "Landslide Stabilization Using High Strength Aggregate-Cement Slurry".

Appendix B

Certifications



STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

CALTRANS ACCREDITATION LABORATORY INSPECTION REPORT

Expiration Date: 2023-03-11

Inspected By: Majid Fahrtoosh

IA No.: 112

Phone: 562-449-8001

RSP #: 104

File: Material Category 500

Laboratory: GMU Geotechnical Inc.

Address: 23241 Arroyo Vista Rancho Santa
Margarita CA, 92688

Lab QC Mgr.: Mike Moscrop

E-mail: mmoscrop@gmugeo.com

Telephone: 949-888-6513

Fax #.: 949-888-1380

A certified Independent Assurance (IA) visited this laboratory on 2022-03-01

Only the equipment to be used on Caltrans Construction projects and/or local construction projects on the National Highway System was checked for qualification. At the time of Caltrans Accreditation, this laboratory had all necessary equipment to perform the test methods indicated below.

Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certification Form TL-0111 or AASHTO Proficiency Form TL-0115 prior to performing any sampling or testing.

CT 105	CT 106	CT 125 ADMIX	CT 125 AGG	CT 125 BIT
CT 125 CEM	CT 125 GEN	CT 125 HMA	CT 201	CT 202
CT 204	CT 205	CT 206	CT 207	CT 209
CT 216	CT 217	CT 226	CT 227	CT 231
CT 301	CT 304	CT 308	CT 309	CT 366
CT 370	CT 375	CT 382	CT 504	CT 518
CT 533	CT 539	CT 540	CT 541	CT 556
CT 557				

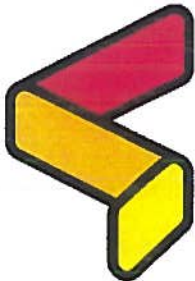
A visual check was performed and documents provided as necessary for the following items:

<input checked="" type="checkbox"/> Facility Safety Manual	<input checked="" type="checkbox"/> Copies of current applicable test procedures
<input checked="" type="checkbox"/> Laboratory Procedures Manual	<input checked="" type="checkbox"/> Calibration and service documentation
<input checked="" type="checkbox"/> Laboratory Quality Control Manual	<input checked="" type="checkbox"/> Calibration stickers affixed to test equipment
<input checked="" type="checkbox"/> Proper test equipment	(dated within the 12 months)

On 2022-03-11, this laboratory was Caltrans Qualified by:

Majid Fahrtoosh - IA112
(Printed name of IA person)

Majid Fahrtoosh
(Signature of IA person)



AASHTO
ACCREDITED

CERTIFICATE OF ACCREDITATION

AMERICAN ASSOCIATION
OF STATE HIGHWAY AND
TRANSPORTATION OFFICIALS

AASHTO


GMU Geotechnical, Inc.

in

Rancho Santa Margarita, California, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).


Kim Tymon,
AASHTO Executive Director


Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 04/05/2022 at 7:03 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory



SCOPE OF AASHTO ACCREDITATION FOR:

GMU Geotechnical, Inc.

in Rancho Santa Margarita, California, USA

Quality Management System

Standard:		Accredited Since:
R18	Establishing and Implementing a Quality System for Construction Materials Testing Laboratories	07/02/2015
D3666 (Aggregate)	Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials	09/19/2017
D3740 (Soil)	Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction	10/07/2019
E329 (Aggregate)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	09/19/2017
E329 (Soil)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	10/07/2019



AASHTO
ACCREDITED

SCOPE OF AASHTO ACCREDITATION FOR:

GMU Geotechnical, Inc.

in Rancho Santa Margarita, California, USA

Soil

Standard:	Accredited Since:
R58 Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	09/19/2017
R74 Wet Preparation of Disturbed Soil Samples for Test	09/19/2017
T88 Particle Size Analysis of Soils by Hydrometer	07/02/2015
T89 Determining the Liquid Limit of Soils (Atterberg Limits)	07/02/2015
T90 Plastic Limit of Soils (Atterberg Limits)	07/02/2015
T99 The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	09/19/2017
T100 Specific Gravity of Soils	07/02/2015
T134 Moisture-Density Relations of Soil-Cement Mixtures	07/02/2015
T180 Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	07/02/2015
T190 Resistance R-Value and Expansion Pressure of Compacted Soils	07/02/2015
T236 Direct Shear Test of Soils Under Consolidated Drained Conditions	07/02/2015
T265 Laboratory Determination of Moisture Content of Soils	09/19/2017
T310 In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	07/02/2015
D421 Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	09/19/2017
D422 Particle Size Analysis of Soils by Hydrometer	07/02/2015
D558 Moisture-Density Relations of Soil-Cement Mixtures	07/02/2015
D698 The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	09/19/2017
D854 Specific Gravity of Soils	09/19/2017
D1557 Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	07/02/2015
D2216 Laboratory Determination of Moisture Content of Soils	09/19/2017
D2844 Resistance R-Value and Expansion Pressure of Compacted Soils	07/02/2015
D3080 Direct Shear Test of Soils Under Consolidated Drained Conditions	07/02/2015
D4318 Determining the Liquid Limit of Soils (Atterberg Limits)	07/02/2015



AASHTO
ACCREDITED

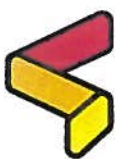
SCOPE OF AASHTO ACCREDITATION FOR:

GMU Geotechnical, Inc.

in Rancho Santa Margarita, California, USA

Soil (Continued)

Standard:	Accredited Since:
D4318 Plastic Limit of Soils (Atterberg Limits)	07/02/2015
D6938 In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	07/02/2015



AASHTO
ACCREDITED

SCOPE OF AASHTO ACCREDITATION FOR:

GMU Geotechnical, Inc.

in Rancho Santa Margarita, California, USA

Aggregate

Standard:	Accredited Since:
R76 Reducing Samples of Aggregate to Testing Size	07/02/2015
T11 Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	07/02/2015
T27 Sieve Analysis of Fine and Coarse Aggregates	07/02/2015
T84 Specific Gravity (Relative Density) and Absorption of Fine Aggregate	07/02/2015
T85 Specific Gravity and Absorption of Coarse Aggregate	07/02/2015
T210 Aggregate Durability Index	07/02/2015
T255 Total Moisture Content of Aggregate by Drying	09/19/2017
C117 Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	07/02/2015
C127 Specific Gravity and Absorption of Coarse Aggregate	07/02/2015
C128 Specific Gravity (Relative Density) and Absorption of Fine Aggregate	07/02/2015
C136 Sieve Analysis of Fine and Coarse Aggregates	07/02/2015
C566 Total Moisture Content of Aggregate by Drying	09/19/2017
C702 Reducing Samples of Aggregate to Testing Size	07/02/2015
D3744 Aggregate Durability Index	07/02/2015

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Ronald Allen

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 AGG	2025-05-03	Majid Fahrtoosh	Lab 1
CT 125 GEN	2025-03-03	Majid Fahrtoosh	Lab 1
CT 125 HMA	2025-03-03	Majid Fahrtoosh	Lab 1
CT 231	2023-05-12	Majid Fahrtoosh	Lab 1
CT 375	2023-03-03	Majid Fahrtoosh	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

Majid Fahrtoosh IA #112

Certified Independent Assurance (IA)

Date issued: 03/01/2022

Tester ID: 05006

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

Please verify tester certifications by visiting the SIAD website at <https://sia.dot.ca.gov/>

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CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Jasdeep Bains

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 AGG	2025-07-14	Majid Fahrtoosh	Lab 1
CT 231	2023-07-14	Majid Fahrtoosh	Lab 1
CT 375	2023-07-14	Majid Fahrtoosh	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

Majid Fahrtoosh IA 112

Certified Independent Assurance (IA)

Date issued: 07/18/2022

Tester ID: 05741

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

Please verify tester certifications by visiting the SIAD website at <https://sia.dot.ca.gov/>

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CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Jonathan Basalla

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 AGG	2023-03-03	Brandt Houchen	(No lab)
CT 125 CEM	2023-03-03	Brandt Houchen	Lab 1
CT 125 GEN	2023-03-03	Brandt Houchen	Lab 1
CT 125 HMA	2023-03-03	Brandt Houchen	(No lab)
CT 231	2023-03-03	Brandt Houchen	Lab 1
CT 375	2023-03-03	Brandt Houchen	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

No Lab: Laboratory associated with the tester is not accredited to perform the test method identified. Testers must be associated with an accredited laboratory.

Brandt Houchen

Brandt Houchen IA 117

Certified Independent Assurance (IA)

Date issued: 03/22/2021

Tester ID: 01361

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

Please verify tester certifications by visiting the SIAD website at <https://sia.dot.ca.gov/>

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TL-0111 LIVE Version

CALIFORNIA DEPARTMENT OF TRANSPORTATION*Presents this***CERTIFICATE***to***Norman Biehn****who is certified to perform the following tests:**

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 504	2023-03-17	Biplab Bhattacharya	Lab 1
CT 518	2023-03-17	Biplab Bhattacharya	Lab 1
CT 539	2023-03-17	Biplab Bhattacharya	Lab 1
CT 540	2023-03-17	Biplab Bhattacharya	Lab 1
CT 543	2023-03-17	Biplab Bhattacharya	(No lab)
CT 556	2023-03-17	Biplab Bhattacharya	Lab 1
CT 557	2023-03-17	Biplab Bhattacharya	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

Biplab Bhushan Bhattacharya

IA#125

Certified Independent Assurance (IA)

Date of download: 08/16/2018

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans' Independent Assurance Program Manual.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Joshua Cuda

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 AGG	2023-03-03	Brandt Houchen	(No lab)
CT 125 CEM	2023-03-03	Brandt Houchen	Lab 1
CT 125 GEN	2023-03-03	Brandt Houchen	Lab 1
CT 125 HMA	2023-03-03	Brandt Houchen	(No lab)
CT 231	2023-03-03	Brandt Houchen	Lab 1
CT 375	2023-03-03	Brandt Houchen	Lab 1
CT 504	2024-01-19	Jasdeep Sandhu	Lab 1
CT 518	2024-01-19	Jasdeep Sandhu	Lab 1
CT 539	2024-01-19	Jasdeep Sandhu	Lab 1
CT 540	2024-01-19	Jasdeep Sandhu	Lab 1
CT 543	2024-01-19	Jasdeep Sandhu	(No lab)
CT 556	2024-01-19	Jasdeep Sandhu	Lab 1
CT 557	2024-01-19	Jasdeep Sandhu	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

No Lab: Laboratory associated with the tester is not accredited to perform the test method identified. Testers must be associated with an accredited laboratory.

Brandt Houchen Brandt Houchen IA 117

Certified Independent Assurance (IA)

Date issued: 03/22/2021

Tester ID: 01364

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

Please verify tester certifications by visiting the SIAD website at <https://sia.dot.ca.gov/>

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CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Royce Gould

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 ADMIX	2025-03-10	Majid Fahrtoosh	Lab 1
CT 125 AGG	2023-03-03	Brandt Houchen	Lab 1
CT 125 BIT	2025-03-10	Majid Fahrtoosh	Lab 1
CT 125 CEM	2023-03-03	Brandt Houchen	Lab 1
CT 125 GEN	2023-03-03	Brandt Houchen	Lab 1
CT 125 HMA	2023-03-03	Brandt Houchen	Lab 1
CT 231	2024-03-10	Majid Fahrtoosh	Lab 1
CT 375	2023-03-03	Brandt Houchen	Lab 1
CT 504	2024-01-19	Jasdeep Sandhu	Lab 1
CT 518	2024-01-19	Jasdeep Sandhu	Lab 1
CT 539	2024-01-19	Jasdeep Sandhu	Lab 1
CT 540	2024-01-19	Jasdeep Sandhu	Lab 1
CT 543	2024-01-19	Jasdeep Sandhu	(No lab)
CT 556	2024-01-19	Jasdeep Sandhu	Lab 1
CT 557	2024-01-19	Jasdeep Sandhu	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

No Lab: Laboratory associated with the tester is not accredited to perform the test method identified. Testers must be associated with an accredited laboratory.

Majid Fahrtoosh IA #112

Certified Independent Assurance (IA)

Date issued: 03/03/2022

Tester ID: 01367

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

Please verify tester certifications by visiting the SIAD website at <https://sia.dot.ca.gov/>

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CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Jeffrey Matsushita

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 ADMIX	2025-03-01	Majid Fahrtoosh	Lab 1
CT 125 AGG	2025-03-01	Majid Fahrtoosh	Lab 1
CT 125 BIT	2025-03-01	Majid Fahrtoosh	Lab 1
CT 125 CEM	2025-03-01	Majid Fahrtoosh	Lab 1
CT 125 GEN	2025-03-01	Majid Fahrtoosh	Lab 1
CT 125 HMA	2025-07-07	Majid Fahrtoosh	Lab 1
CT 231	2023-03-01	Majid Fahrtoosh	Lab 1
CT 375	2023-03-01	Majid Fahrtoosh	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

Majid Fahrtoosh IA 112

Certified Independent Assurance (IA)

Date issued: 07/07/2022

Tester ID: 04892

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

Please verify tester certifications by visiting the SIAD website at <https://sia.dot.ca.gov/>

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CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Russell Price

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 ADMIX	2025-03-03	Majid Fahrtoosh	Lab 1
CT 125 AGG	2025-03-03	Majid Fahrtoosh	Lab 1
CT 125 BIT	2025-03-03	Majid Fahrtoosh	Lab 1
CT 125 CEM	2023-03-03	Brandt Houchen	Lab 1
CT 125 GEN	2023-03-03	Brandt Houchen	Lab 1
CT 125 HMA	2025-03-03	Majid Fahrtoosh	Lab 1
CT 231	2024-03-10	Majid Fahrtoosh	Lab 1
CT 375	2023-03-03	Brandt Houchen	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

Majid Fahrtoosh IA #112

Certified Independent Assurance (IA)

Date issued: 03/03/2022

Tester ID: 01368

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

Please verify tester certifications by visiting the SIAD website at <https://sia.dot.ca.gov/>

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CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Scott Seabold

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 AGG	2023-03-03	Brandt Houchen	(No lab)
CT 125 CEM	2023-03-03	Brandt Houchen	Lab 1
CT 125 GEN	2023-03-03	Brandt Houchen	Lab 1
CT 125 HMA	2023-03-03	Brandt Houchen	(No lab)
CT 231	2023-03-03	Brandt Houchen	Lab 1
CT 375	2023-03-03	Brandt Houchen	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

No Lab: Laboratory associated with the tester is not accredited to perform the test method identified. Testers must be associated with an accredited laboratory.

Brandt Houchen

Brandt Houchen IA 117

Certified Independent Assurance (IA)

Date issued: 03/22/2021

Tester ID: 01370

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

Please verify tester certifications by visiting the SIAD website at <https://sia.dot.ca.gov/>

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CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Michel El Sebaaly

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 AGG	2025-05-12	Ashley Shaw	Lab 1
CT 125 BIT	2025-05-12	Ashley Shaw	Lab 1
CT 125 CEM	2025-05-12	Ashley Shaw	Lab 1
CT 125 GEN	2025-05-12	Ashley Shaw	Lab 1
CT 125 HMA	2025-05-12	Ashley Shaw	Lab 1
CT 231	2023-05-12	Ashley Shaw	Lab 1
CT 375	2023-05-12	Ashley Shaw	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

Brandt Houchen Brandt Houchen IA 117

Certified Independent Assurance (IA)

Date issued: 08/09/2021

Tester ID: 05136

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

Please verify tester certifications by visiting the SIAD website at <https://sia.dot.ca.gov/>

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CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Jade Sill

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 ADMIX	2025-03-10	Majid Fahrtoosh	Lab 1
CT 125 AGG	2025-03-10	Majid Fahrtoosh	Lab 1
CT 125 BIT	2025-03-10	Majid Fahrtoosh	Lab 1
CT 125 CEM	2025-03-10	Majid Fahrtoosh	Lab 1
CT 125 GEN	2025-03-10	Majid Fahrtoosh	Lab 1
CT 125 HMA	2025-03-10	Majid Fahrtoosh	Lab 1
CT 231	2024-03-10	Majid Fahrtoosh	Lab 1
CT 375	2023-03-03	Brandt Houchen	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

Majid Fahrtoosh IA #112

Certified Independent Assurance (IA)

Date issued: 03/03/2022

Tester ID: 01371

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

Please verify tester certifications by visiting the SIAD website at <https://sia.dot.ca.gov/>

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CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

John Strauss

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 AGG	2025-07-07	Majid Fahrtosh	Lab 1
CT 125 HMA	2025-07-07	Majid Fahrtosh	Lab 1
CT 231	2022-07-20	Ashley Shaw	Lab 1
CT 375	2023-03-03	Brandt Houchen	Lab 1
CT 504	2024-08-03	Sarbjit Grewal	Lab 1
CT 518	2024-08-03	Sarbjit Grewal	Lab 1
CT 533	2024-03-10	Majid Fahrtosh	Lab 1
CT 539	2024-08-03	Sarbjit Grewal	Lab 1
CT 540	2024-08-03	Sarbjit Grewal	Lab 1
CT 541	2024-03-10	Majid Fahrtosh	Lab 1
CT 543	2024-08-03	Sarbjit Grewal	(No lab)
CT 556	2024-08-03	Sarbjit Grewal	Lab 1
CT 557	2024-08-03	Sarbjit Grewal	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

No Lab: Laboratory associated with the tester is not accredited to perform the test method identified. Testers must be associated with an accredited laboratory.

Majid Fahrtosh IA 112

Certified Independent Assurance (IA)

Date issued: 07/18/2022

Tester ID: 01372

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

Please verify tester certifications by visiting the SIAD website at <https://sia.dot.ca.gov/>

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CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Aaron Yett

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 AGG	2023-06-01	Ashley Shaw	Lab 1
CT 125 GEN	2023-06-01	Ashley Shaw	Lab 1
CT 125 HMA	2023-06-01	Ashley Shaw	Lab 1
CT 231	2023-07-18	Majid Fehrtosh	Lab 1
CT 375	2023-07-18	Majid Fehrtosh	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

Majid Fehrtosh IA 112

Certified Independent Assurance (IA)

Date issued: 07/18/2022

Tester ID: 01376

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

Please verify tester certifications by visiting the SIAD website at <https://sia.dot.ca.gov/>

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CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Ali Zalghout

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 AGG	2023-05-12	Brandt Houchen	Lab 1
CT 125 CEM	2023-05-12	Brandt Houchen	Lab 1
CT 125 GEN	2023-05-12	Brandt Houchen	Lab 1
CT 125 HMA	2023-05-12	Brandt Houchen	Lab 1
CT 231	2023-05-12	Brandt Houchen	Lab 1
CT 375	2023-05-12	Brandt Houchen	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

Brandt Houchen Brandt Houchen IA 117

Certified Independent Assurance (IA)

Date issued: 08/06/2021

Tester ID: 04401

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

Please verify tester certifications by visiting the SIAD website at <https://sia.dot.ca.gov/>

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CITY OF GARDEN GROVE
PROPOSAL FOR ON-CALL GEOTECHNICAL SERVICES



Due: February 2, 2023 before 2:00 PM



SUBMITTED TO:



City of Garden Grove
Public Works Department
11222 Acacia Parkway,
Garden Grove, CA 92840
Attn: Mark Uphus
Tel: 714.741.5191

PREPARED BY:

Geocon West, Inc.

Jelisa Thomas Adams, GE | Vice President
22807 McGaw Avenue
Irvine, CA 92614
Tel: 949.491.6570
Email: jelisa@geoconinc.com
www.geoconinc.com



COVER LETTER





Geocon Proposal No. 2023-014

February 2nd, 2023

Mark Uphus

Senior Civil Engineer

City of Garden Grove

11222 Acacia Parkway,

Garden Grove, CA 92840

SUBJECT: REQUEST FOR PROPOSAL FOR ON-CALL GEOTECHNICAL SERVICES 2022

Dear Mr. Uphus,

Geocon West, Inc. (Geocon) welcomes the opportunity to continue to support the City of Garden Grove (City) in reference to the RFP for On-Call Geotechnical Services. Over the course of the last 3 years as an on-call consultant to the City, we have demonstrated our technical expertise, project management approach, integrity, and responsiveness. In that time, we have also come to know what the City expects in a consultant, familiarized ourselves with City processes, approaches to project delivery, and procurement standards. We stand ready to continue to serve the City and its staff by providing expert geotechnical and materials testing services while using our working knowledge of the City's programming to enable optimal project execution from Notice to Proceed to Project Closeout.

Geocon has over 50 years of experience performing geotechnical services for public agencies and municipalities right here in Southern California. We also perform engineering geology, materials testing and inspection, and environmental engineering services. Our local office and certified laboratory in Irvine will manage this contract and partner with the City to provide Geotechnical Services, which will include, but are not limited to: performing subsurface exploration and analysis; required laboratory testing; reviewing existing geotechnical/geologic maps, reports or other documents related to the project and its location; reviewing project plans and specifications through the design process, with consideration of geotechnical issues; providing geotechnical evaluation and recommendations; investigating and analyzing existing pavement conditions; preparing and submitting final geotechnical reports with logs of exploratory borings, results of laboratory testing and analysis; and performing asphalt batch plant inspections.

We have performed the same services for similar projects for numerous public agencies across our 52-year history, including recently for the City of Anaheim, the City of Newport Beach, and the County of Los Angeles, Department of Public Works, to name a few.

Beyond our extensive experience and demonstrated service to the City, what sets Geocon apart?

- ✓ **We bring innovation and problem-solving to all of our projects – big or small.** Our goal on every project is to develop creative, cost-effective, and practical geotechnical and environmental solutions. Problem-solving early in project phasing is key. We pride ourselves on adding genuine value to every aspect of a project to enable the project to successfully move across phases.
- ✓ **Transparency is key to our project management approach.** We are committed to keeping cost, schedule, quality, safety, and importantly, transparency, top of mind while we deliver our Task Orders. We maintain strict burn-rate reports internally so that we stay on budget and transparently communicate our project milestone tracking to clients. Drawing from our extensive experience, we understand the need for rapid response times, communication and coordination with the project team, while maintaining excellent standards and providing quality deliverables.
- ✓ **Our principals are working principals.** Senior engineers and principals, like myself, will service your Task Orders. You will find a highly experienced leadership team at your disposal. Additionally, our principals play a direct role in



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City of Garden Grove
On-Call Geotechnical Services

oversight of the team and take every opportunity to streamline costs. For example, our principals bill at senior rates to control costs. We also have many multi-certified inspectors, and it is always our goal to have one inspector cover multiple tasks rather than having two or more inspectors on-site simultaneously; this minimizes the assignment of multiple field staff, all per the direction of working principals.

- ✓ **Our team is local, experienced, and available.** Geocon offers an experienced, local team you can trust for this on-call contract. We are known for our responsiveness and availability to meet short-term requests. We do not utilize pay-when-paid clauses, so we receive priority scheduling from our subcontractors to expedite your projects. Our fully operational office and comprehensive testing laboratory in Irvine as well as our staff of engineers, geologists, technicians, and inspectors stand ready to serve the City.
- ✓ **We perform our soils and materials testing in our in-house laboratories.** We perform our services *in-house*, manage our own laboratories and maintain strict oversight of standards within our laboratories. We are consistently rated by CCRL and other certifying bodies with top performance for overall organization and accuracy of testing. Our laboratories are certified by DSA, AASHTO/AMRL, Caltrans, and CCRL and can provide both soil and materials testing services 24 hours a day, 7 days a week. With staggered lab staff schedules, we are able to complete critical path testing much quicker than a typical lab.

As managing partner of Geocon West, Inc., I attest by my signature that I have the official authority to bind the company to commit its resources to fulfill the terms of this contract, and that this proposal will be valid for a minimum of 90 days. I manage the Irvine team, will manage all work under this contract, if awarded, and will be your point of contact. Please find my contact information below.

Geocon appreciates the opportunity to submit this proposal to the City. If awarded, we will be dedicated to every Task Order and ensure that we stand by our industry reputation for excellent customer service. Thank you for your consideration.

Sincerely,

Jelisa Thomas Adams, GE

Vice President & Senior Engineer

Geocon West, Inc.

15520 Rockfield Boulevard, Suite J, Irvine, California 92618

T | 949.491.6570 M | 650.208.0992 E | jelisa@geoconinc.com



UNDERSTANDING AND APPROACH





UNDERSTANDING AND APPROACH

UNDERSTANDING

The City of Garden Grove is seeking proposals from qualified Consultants to provide On-Call Geotechnical Services for future Public Works projects. Geocon has thoroughly reviewed the contents of the City's RFP and understands that the City wishes to select consultants for on-call services for a period of three years. The Garden Grove Department of Public Works develops, operates, maintains, and upgrades the City's infrastructure. The public works projects anticipated to need geotechnical services are primarily capital improvement projects for transportation, storm drains, sewer, and water supply.

The scope of anticipated services is anticipated to include performing geotechnical investigations, pavement investigations, pavement condition surveys, pavement rehabilitation design; performing review of project plans and specifications; and providing construction inspection, materials testing, and laboratory testing services in conformance with the City's and/or Caltrans' Quality Assurance Program. Geocon is capable of providing the full scope of services outlined within the 17 bullet points listed on pages 2 and 3 of the City's RFP.

APPROACH

Geocon's first priority when presented with a scope of work for a project is to review the information provided as well as any background information available to gain a thorough understanding of the project elements, needs and potential challenges. Geocon will apply our project management style and approach that we have successfully developed for past and current on-call contracts with public agencies. Through the duration of the contract, Ms. Adams will be the project manager and single point of contact for the City of Garden Grove. Our approach to geotechnical services is described in the following sections.

Geocon will furnish the necessary field equipment, survey equipment, and other supporting equipment and consumables. Our staff possesses a strong ability to provide diverse professional expertise in our service disciplines and through multi-certified personnel we will provide any or all services as applicable to this service category as outlined in the RFP.

- **Consult with authorized employees, agents and representatives of the City and other agencies having jurisdiction relative to the geotechnical/materials testing and inspection of the project.** Geocon is accustomed to managing projects under public works process where a multi-level jurisdiction takes place. Geocon communicates with each team member and maintains a transparent communication pattern.
- **Attend meetings as scheduled by the City for the purpose of obtaining data pertaining to the project.** Geocon works well with members of the project team, and we make every effort to contribute innovative approaches to project designs which save our clients time and money.
- **Obtain and test soil samples. Prepare and submit preliminary geotechnical investigation and recommendations prior to the beginning of construction.** Geocon will schedule an appropriate time to arrive on site with a drill rig to obtain soil samples at appropriate depths for each assigned project. Geocon will prepare a geotechnical investigation report which will detail our findings, recommendations, and conclusions, giving the City plenty of time to review and consult prior to construction.
- **Provide geotechnical/materials/ testing and/or inspection services during the construction of the project.** By providing a multi-certified inspector on site during construction, Geocon will save the City time and budgetary funding.
- **Test designated construction materials for compliance with project plans and specifications.** Geocon will provide materials testing through our accredited in-house quality assurance testing laboratory.



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On-Call Geotechnical Services

- **Report all work observed on a daily basis and report material test results immediately upon completion of testing.** Geocon provides daily field reports to all requesting parties at the end of each day on-site, and at the completion of the project in a compiled report.
- **Promptly prepare and submit written reports documenting all geotechnical/materials testing and inspection services performed.** Geocon's reporting process includes all findings and documentation incurred during all services performed a minimum of 24 hours or sooner if necessary.
- **Advise the City as to the acceptability of materials tested and inspected.** Geocon is considered by many as a trusted advisor, we will always be available to the City, regardless of project assignment to answer any questions or to advise on what to do in the event of failure in materials tested and/or inspected.
- **Participate in final inspection of the project and advise City as to acceptability of work performed by construction contract.** To maintain consistency, Geocon will provide a lead multi-certified inspector who will participate in the final inspection of the assigned project, together we will advise the City as to the acceptability of work performed by the construction team.
- **Prepare final geotechnical report.** Geocon will prepare a final geotechnical report for each geotechnical investigation performed under this contract and will furnish said reports in a timely manner.
- **Services shall be performed as requested by the City and shall conform to the contract documents, Title 24 of the California Administrative Codes, Underwriter's Laboratories, American Society of Testing and Materials, and other code authorities.** Geocon is very familiar with local, state, federal, and other code authority requirements. Our services will be performed to project and applicable code specifications. We keep all our staff up to date on any changes that may occur in code requirements.



SCOPE OF SERVICES





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City of Garden Grove
On-Call Geotechnical Services

SCOPE OF SERVICES

GEOTECHNICAL ENGINEERING

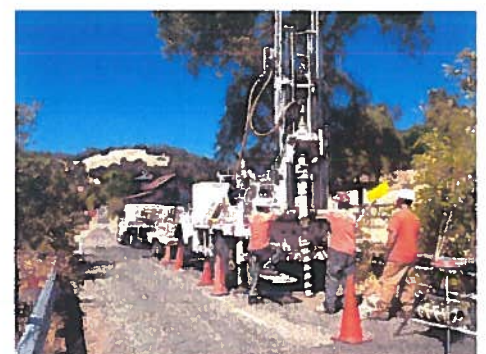
We provide geotechnical engineering services to a broad spectrum of clientele including public agencies, developers, design professionals, and the construction industry.

We are a full-service geotechnical consulting firm capable of performing the field, laboratory, and engineering analyses for a project with in-house staff and equipment.

All projects are managed with the ultimate goal of producing technically sound and economically feasible solutions. This is achieved by considering construction costs and client needs in conjunction with site conditions and engineering requirements. Our innovative and practical solutions to complex geotechnical problems have resulted in a substantial percentage of repeat-client work.

We offer expertise in the following areas:

- Geotechnical Investigations
- Due Diligence Geotechnical Evaluations
- Geotechnical Feasibility Studies
- Percolation and Infiltration Testing
- Geophysical Studies
- In-Situ Testing
- Shallow & Deep Foundation Design
- Pavement Studies
- Liquefaction Analysis
- Seismic Hazard Assessments
- Seismic Retrofits
- Slope Stability Evaluations
- Landslide Evaluations
- Fault Studies
- Vibration Monitoring
- Inclinedometers / Piezometers
- Settlement Monitoring
- Value Engineering / Peer Review
- Ground Improvement Evaluations
- Plan and Specification Review
- Construction Management Support
- Laboratory & Materials Testing





GEOCON

City of Garden Grove
On-Call Geotechnical Services

ENGINEERING GEOLOGY

In conjunction with our geotechnical engineering services, Geocon provides engineering geology support for our public and private sector clients. Our in-house staff provides a full range of engineering geology services from feasibility studies and geologic investigations to professional review of projects.

Projects are managed by a Certified Engineering Geologist or Geotechnical Engineer with oversight by a principal of the company to produce technically sound, defensible, economically practical, and achievable solutions to complex geologic problems. We accomplish this by considering costs and client needs relative to the schedule, site conditions, and technical requirements of projects. Clients appreciate our innovative and practical solutions to complex geological problems and rely on us for advice and consultation.

Geocon's experience and that of our individual staff members provides our clients with expertise in the service areas listed below.

- Geological Feasibility Studies
- Due Diligence Geological Evaluations
- Geologic Hazard Reconnaissance & Mapping
- Slope Stability Analysis
- Landslide Evaluations & Investigations
- Seismic Hazard Assessments
- Fault Studies
- Geophysical Studies
- Geological Explorations & Investigations
- Geologic Mapping
- Subsurface Mapping
- Geotechnical Instrumentation & Monitoring
- Naturally Occurring Asbestos Surveys
- Background Metals Studies
- Mineral Resource Evaluations
- Mine Reclamation Plans
- Abandoned Mine Hazard Assessments
- Hydrologic Investigations
- Groundwater Resource Evaluations
- Well Design / Wellsite Supervision
- Plan & Specification Review
- Construction Management Support
- Settlement Monitoring
- Forensic Studies
- Peer Review





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City of Garden Grove
On-Call Geotechnical Services

CONSTRUCTION INSPECTION

To confirm compliance with our engineering recommendations, we are commonly retained to provide quality control testing services during construction. We also provide a full range of special inspection services.

Our field technicians and inspectors maintain current certifications including International Code Council (ICC), National Institute for Certification in Engineering Technologies (NICET), American Concrete Institute (ACI), and State of California Department of Transportation (Caltrans), as well as required certifications from the cities and counties where work is performed.

Our construction inspection services are as follows:

EARTHWORK AND FOUNDATIONS

- Site Grading Observation
- Sloping / Compound / Excavations / Shoring
- Underground Utility Installation
- Subgrade Preparation
- Chemical Treatment
- Geotextile / Rock Stabilization
- Base and Paving Placement
- Spread Footing / Grade Beam Construction
- Conventional / Post-Tensioned Mat Foundation Construction
- Drilled / Driven Pile & Pier Installation
- Micro-Pile Installation
- Tie-Back Anchor / Soil Nail Installation
- Stone Columns / Vibrocompaction / Deep Dynamic Compaction
- Compaction Grouting

DEPUTY / SPECIAL INSPECTIONS

- Reinforcing Steel / Shotcrete Placement
- Concrete Placement / Curing
- Pre-Stressed / Post-Tensioned Concrete
- Shotcrete
- High-Strength Bolting
- Drilled-In-Anchor Installation
- Structural Steel Welding / Welding Qualifications
- Structural Wood
- Steel & Welding Fabricator Shop Inspections
- Batch Plant Inspections
- Reinforced Masonry Construction





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City of Garden Grove
On-Call Geotechnical Services

ENVIRONMENTAL ENGINEERING

The environmental professionals at Geocon assist clients in complying with federal, state, and local laws and regulations. We provide multi-disciplinary environmental engineering services including environmental assessments, soil and groundwater investigations, remediation engineering, regulatory compliance, and risk-based corrective action studies.

Our focus is providing quality and responsive services, having built a solid reputation with private and public sector clients, for efficiently solving complex environmental issues. Our California-licensed environmental contracting division provides a broad spectrum of services from rapid response site cleanup to remediation system constructability review, installation, and operation and maintenance.

Our environmental services include:

- Brownfields Redevelopment Studies
- Phase I & II Environmental Site Assessments
- All Appropriate Inquiry (AAI) Studies
- Soil & Groundwater Investigations
- Risk Assessments & Feasibility Studies
- Groundwater Monitoring
- Asbestos & Lead-Based Paint Surveys
- Naturally Occurring Asbestos Evaluations
- Remediation Engineering Design
- Remediation System Construction
- Remediation System Operation & Maintenance
- Regulatory Compliance / Monitoring
- Air Monitoring
- Indoor Air Quality
- Soil Gas Survey
- Spill Prevention Control Plans
- Aerially Deposited Lead Surveys
- Landfill Assessments
- Litigation Support
- Mine Waste Evaluations
- Underground Storage Tank Removal
- Aboveground Storage Tank Removal / Closure
- Aboveground Storage Tank Installation
- Remedial Excavations
- Construction Management Support
- Asbestos Pipe Removal / Disposal
- Hazardous Waste Management





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On-Call Geotechnical Services

LABORATORY TESTING

Our in-house soils and materials testing laboratories are certified by the American Association of State Highway and Transportation Officials (AASHTO), State of California Department of Transportation (Caltrans), Cement and Concrete Reference Laboratory (CCRL), Division of State Architect (DSA), and City of Los Angeles. Testing of soil, aggregate, asphalt concrete, and Portland cement concrete is performed in accordance with published test procedures such as American Standards for Testing Materials (ASTM), Caltrans, USACE, AASHTO, or the governing building code.



Our in-house, 400,000 lb. Universal Testing Machine (UTM), manufactured by Southwark-Emery, is capable of testing up to a #18 Rebar, as well as high strength bolts and nuts.

In-house quality assurance programs are maintained to provide professional-level accuracy and reproducibility acceptable to current industry standards. This is accomplished by internal staff training, calibration of appropriate testing apparatus by certified independent agencies, and periodic inspection by outside accredited testing and inspection agencies.

Our testing laboratory provides soil and materials testing services and is extensively equipped and staffed with trained, qualified personnel and registered engineers who oversee laboratory testing. Laboratory reports will be distributed (pdf email) to project teams as testing is performed and failing tests will be reported immediately.

Our laboratory services are available 24 hours a day, 7 days a week.

Our laboratory testing services are as follows:

SOILS & MATERIALS

- Soil Compaction Curves
- Soil Index Properties
- Soil Shear / Compressive Strength Properties
- Soil Consolidation / Expansion
- Soil Grain Size Analyses / Gradation
- Soil Pavement Stability
- Soil Corrosion
- Concrete / Asphalt
- Masonry / Grout / Mortar
- Rebar, Yield and Tensile Strength
- Bolt Assemblies





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City of Garden Grove
On-Call Geotechnical Services

GEOTECHNICAL INSTRUMENTATION

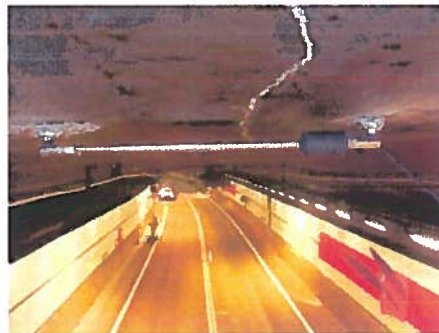
In order to preserve construction design and protect outlying structures, instrumentation correctly utilized during excavation and construction will monitor ground movement and settlement to prevent costly and/or timely interruptions during construction.

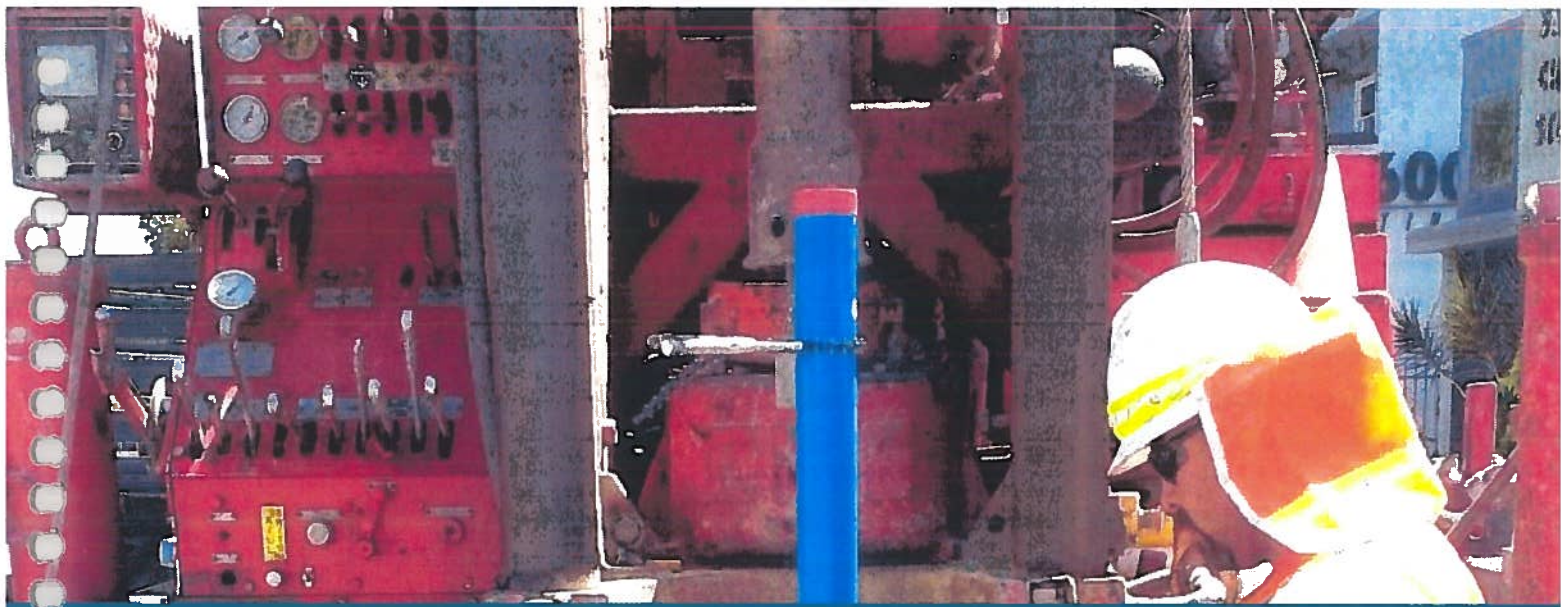
Our staff is trained and constantly updated on the instrumentation that can be installed and monitored to recognize movement and make recommendations in real time. Geocon can monitor manually or remotely utilizing a Datalogger which updates our clients at regular intervals with any significant movement. This keeps our clients on schedule and provides any necessary adjustments during the work.

Several of our team members have been certified by Geokon (a manufacturer of geotechnical instrumentation devices) as authorized instrument installers and we have contracted to provide client training on how to perform instrumentation installation and monitoring services.

Our instrumentation services are as follows:

- Strain Gauge
- Slope Inclinator
- Crack Meter
- Tiltmeter
- Extensometer (MPBX)
- Utility Monitoring Point
- Load Cell
- Piezometer





WORK PLAN





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City of Garden Grove
On-Call Geotechnical Services

WORK PLAN

A Work Plan is provided below for the major tasks anticipated under this contract.

GEOTECHNICAL & GEOLOGIC INVESTIGATIONS



Geocon will perform geotechnical and geologic investigations for the evaluation and assessment of geotechnical parameters required for the design of roadways, bridge foundations, retaining walls, levees, dams, tunnels, reservoirs, utility pipelines, various building structures, and other capital improvement projects. Evaluation of stormwater infiltration will also be included, as required. Investigations will include all necessary laboratory testing and geotechnical and geologic analyses and reports will include recommendations for mitigating adverse soil conditions and will address all constructability issues with respect to earthwork, paving and foundation design. Our scope of work for geotechnical and geologic investigations will typically include the following tasks:

Capital Projects Work Authorization & Execution of Projects

- A City Project Manager (PM) will contact our Contract Manager, Ms. Jelisa Thomas Adams, with the details of an upcoming project and potential scope of service. Ms. Adams will discuss the project specifics with the City PM to gain a complete understanding of project requirements.
- After gaining a complete understanding of the project, Ms. Adams will assign the project to the appropriate Project Manager who will develop a proposal including the proposed scope of work, cost estimate, and project team, including subcontractors. Once the proposal is complete, Ms. Adams will review the final document to ensure that we have offered the City the most efficient and cost-effective approach possible. Once the proposal has been reviewed, Ms. Adams will send it to the City PM for approval.
- After receiving a Capital Projects Work Authorization, the Project Manager will hold a project kick-off meeting with their established team to go over the scope of work, project schedule and budget, and subcontractor involvement.
- All necessary subcontractors will be notified of the investigation and their services will be scheduled accordingly, depending on the scope of work.

Pre-Field Activities/Set-up

- Identify the proposed boring and test pit locations with stakes and white paint in the field.
- Coordinate proposed exploration locations with site facilities personnel, as necessary.
- Contact Underground Services Alert (USA) three working days prior to performing the exploration.
- Obtain the required excavation, well, or encroachment permits, as necessary.
- Retain drilling/excavation equipment and personnel for the field exploration.
- **Subconsultant Involvement:** Martini Drilling, BC2 Environmental, Gold Construction Services, and D.E. Eddings Equipment Rental will be contacted to provide exploratory services during the field investigation.



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Field Activities/Exploration

Field activities and exploration services will include implementing the planned exploration and testing program which may include, but will not be limited to the following tasks:

- Geologic mapping
- Exploratory borings (hand auger, bucket auger, rotary wash, hollow-stem auger, etc.)
- Downhole logging of bucket auger borings
- Exploratory test pits and/or trenches
- Cone Penetration Testing
- Geophysical testing (seismic refraction/reflection, downhole geophysics, etc.)
- In-situ testing
- Fault trenching
- Logging and material classification
- Collection of soil/rock samples (disturbed and undisturbed)
- Percolation testing
- Backfilling excavations

Contaminated Soil

If we encounter contaminated soil during the field exploration program, the City will be notified immediately. If authorized by the City to do so, Geocon will take samples of the suspected contaminated soils and send them for analytical testing. If contaminated soils need to be transported, Geocon will use Belshire Environmental Services for hazardous waste transportation.

Laboratory Testing

The laboratory testing program for each geotechnical investigation is tailored specifically to the needs of each project and is contingent upon the types of earth materials encountered, the weight and nature of the proposed improvement, the depth of the proposed excavation, and the requirements of the building official. Laboratory tests may include, but will not be limited to, the following:



- In-Situ Density and Moisture Content
- Shear Strength
- Consolidation (Collapse)
- Expansion (Swell)
- Classification tests (Gradation, Hydrometer, Atterberg Limits)
- Earthwork/paving related tests (Proctor, Relative Compaction, R-Value, and Sand Equivalent)
- Water-Soluble Sulfate, Chloride, pH, and Resistivity (concrete and utility pipe corrosivity design)
- Hydraulic Conductivity
- Agronomic testing for planting suitability

Engineering and Geologic Analyses and Report Preparation



Upon completion of the field exploration and laboratory testing programs, engineering and geologic analyses will be performed to develop conclusions and determine the most cost-effective and constructible recommendations for the mitigation of geologic issues, slope instability, and/or design and construction of the proposed structures/improvements. Our analyses may include, but will not be limited to, the following:



- Evaluation of geologic conditions including slopes, nearby faults, and other geologic hazards.
- Evaluation of potential for surface fault rupture.
- Evaluation of expected ground motions from deterministic and probabilistic seismic hazard analysis.
- Static and Pseudo-static slope stability analyses for temporary and permanent slopes.
- Evaluation of soil/geologic materials and consideration of excavation difficulties.
- Assessment of excavated earth materials and suitability for reuse or disposal.
- Assessment of demolished construction materials and suitability for incorporation in engineered fills.
- Evaluation of groundwater conditions, seepage and static groundwater table.
- Evaluation of soil conditions for suitability of stormwater infiltration.
- Liquefaction and seismic settlement potential.
- Corrosion potential for concrete and utility pipes in direct contact with site soils.
- Evaluation of shallow and deep foundation systems with appropriate soil bearing values.
- Soil compressibility and settlement characteristics under different loading conditions.
- Soil expansion potential and mitigation measures.
- Soil modulus of subgrade reaction.
- Evaluation of existing and proposed underground utilities.
- Design and construction recommendations for:
 - Shallow spread and/or deepened foundations.
 - Retaining walls and sound walls.
 - Concrete slabs, flexible and rigid paving sections including treatments for base and paving subgrade.
 - Temporary and permanent excavations including sloping and shoring measures.
 - Suitability of soils for stormwater infiltration.
 - Site drainage and any other project specific recommendations required.

Peer Review of Geotechnical and Geologic Reports

Geocon will perform peer reviews of geotechnical and geologic reports prepared by other consultants. Our California-licensed Geotechnical Engineers and Engineering Geologists will evaluate the interpretation of geologic conditions, completeness of the field investigation and laboratory testing programs, technical findings, and constructability of the proposed design recommendations. Geocon has a reputation for providing very cost-effective designs and is frequently requested to perform peer reviews of geotechnical reports.

GEOTECHNICAL & MATERIALS TESTING & INSPECTION SERVICES

Geocon will provide the City with multi-disciplined certified inspectors, who will perform the required as-needed soils/materials testing and inspection services. Our inspectors are seasoned, highly qualified and maintain certifications including, but not limited to, Caltrans, ICC, ACI, American Welding Society (AWS-CWI), DSA, Office of Statewide Health Planning and Development (OSHPD), and American Society for Nondestructive Testing (ASNT). Our inspection staff will be 100% available throughout the contract duration. Our standard testing and inspection procedures are as follows:



- When Geocon receives an inspection request from the City's Construction Manager (Project Manager, Superintendent, Owner's Authorized Representative, Project Inspector), we will document the request in writing on an inspection request form, filling in the date and time of the inspection, type of inspection requested, person requesting the inspection, and the contact's phone number.



- We will verify that the person requesting the inspection is the City's Construction Manager or has been authorized by the Construction Manager to request the inspection. Once the information has been verified, our dispatcher will schedule the inspection with an appropriate inspector.
- On the day the inspection request was scheduled, Geocon's Inspector will meet the City's Construction Manager on-site to verify the type and location of inspection needed.
- Inspections will be performed in accordance with project specifications and City requirements.
- The inspector will provide daily written reports of inspection indicating compliance or non-compliance, which are to be signed by the City's Construction Manager before the inspector leaves the project site each day. The reports will include information about the inspector's arrival and departure time and very specific details about activities being performed each day.
- The inspector will obtain samples, as required, and transport them to our in-house laboratory for testing and analysis. Material strength verification reports will be presented to the Construction Manager via email or fax the same day strength verification breaks are performed.
- Laboratory test results will be provided promptly and in accordance with the agreed upon schedule to ensure quick review and reaction times from City and Geocon personnel.

Geocon will only acknowledge inspection requests from the Construction Manager or designated representative. When called for inspection, Geocon inspectors will first check in with the Construction Manager upon arrival at the jobsite. All project activities will be documented daily on field reports indicating whether or not the construction work and materials testing was performed was in accordance with project requirements. Any problems will be reported immediately to the Construction Manager. Copies of material delivery tickets will also be collected and maintained. The daily field reports prepared by Geocon will be signed by the Construction Manager prior to Geocon leaving the jobsite. One copy of each field report will remain at the jobsite. All material samples will be properly labeled with the project name, date the sample was collected, and sampling location. Samples will either be temporarily stored on-site in an approved location or immediately be transported to our soils and materials testing laboratory for testing and analysis.

Inspection and testing services will be performed by soils technicians, deputy inspectors, and special inspectors as required. In order to be as cost-effective as possible, **it is our intent to provide simultaneous inspections and testing services for different disciplines (geotechnical/deputy/special inspections) with a single, highly qualified inspector, eliminating the need for a second inspector whenever possible.** The selected inspector will be equipped with a vehicle and sufficient field-testing equipment (including a nuclear density gauge) to collect samples and provide in-place density test results in the field. A Deputy or Special Inspector will be provided for oversight and inspection as required. Field reports will be prepared and submitted on a daily basis and will be reviewed by Ms. Adams. Copies of all daily inspection reports and other required documents will be submitted with each invoice and copies of all documents will be maintained in electronic format (pdf) for emailing at any time.



FEE SCHEDULE





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On-Call Geotechnical Services

FEE SCHEDULE

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W R A T I N C

G E O T E C H N I C A L ■ E N V I R O N M E N T A L ■ M A T E R I A L S



2021 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	\$90/hr
Engineering Assistant/Lab Technician	90/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill)	*80/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*85/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles)	*105/hr
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles)	*120/hr
Staff Engineer/Geologist	*120/hr
Project Engineer/Geologist	*140/hr
Senior Project Engineer/Geologist	*150/hr
Senior Engineer/Geologist	*170/hr
Associate Engineer/Geologist	*195/hr
Principal Engineer/Geologist/Litigation Support	350/hr
Attorney Fees (General)	450/hr
Deposition or Court Appearance	500/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hr minimum per call out)	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Field Services Fee (per day or per call-out)	4 Hours
Short-Notice Cancellation (after 4 pm of the day prior to the scheduled inspection time)	4 Hours
Short-Notice Cancellation (upon or after arrival at jobsite)	4 Hours

*Prevailing Wage (PW) California Labor Code §1720, et. Seq add \$50/hr

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	\$200/day
Vehicle Mileage	0.60/mile

EQUIPMENT, MATERIALS, & ANALYTICAL TESTS

Nuclear Density Gauge	\$10/hr	55-Gallon Drum	65/ea
Sand Cone Testing Equipment	10/hr	Visqueen (6 mil 20X100')	135/roll
Vehicle	10/hr	Traffic Cones/Barricades	35/day
Special Inspection Equipment	5/hr	TPHg(EPA 8015B)	70/ea
Asphalt Cold Patch/Concrete (60-lb.), Cement (94-lb.)	20/bag	TPHd/TPHmo	(EPA 8015M) 75/ea
GPS Unit	160/day	TPH Carbon Chain Breakdown	(EPA 8015M) 110/ea
Pick-up Truck	125/day	Methanol and/or Ethanol (EPA 8015M)	110/ea
Direct-Push Rig/Operator	165/190(PW)*/hr	Volatile Organic Compounds	(EPA 8260B) 110/ea
Direct-Push Sample Liner	10/ea	Semi-Volatile Organic Compounds	(EPA 8270) 180/ea
Hand-Auger	40/day	PAHs (EPA 8270SIM)	160/ea
Soil Sample Tube (Brass or Stainless)	10/ea	CAM 17 Metals (EPA 6010B)	170/ea
Bailer (Reusable)	33/day	Single Metal	(EPA 6010B) 20/ea
Bailer (Disposable)	15/ea	Hexavalent Chrome (EPA 7199)	60/ea
Stainless Sampling Pump	\$150/day	Organochlorine Pesticides (EPA 8081)	110/ea
Battery-Powered Pump	75/day	Organophosphorus Pesticides (EPA 8141)	125/ea
Water Level Indicator	40/day	Chlorinated Herbicides (EPA 8151)	125/ea
Interface Probe	85/day	PCBs (EPA 8082)	75/ea
Photo-Ionization Meter	125/day	Soil pH (EPA 9045C)	20/ea
Combustible Gas Meter	125/day	WET or TCLP Extraction	75/ea
pH/Conductivity Temperature Meter	50/day	EPA 5035 Sample Kits	25/ea
Turbidity Meter	80/day	Asbestos (PLM)	20/ea
Air Sampling Pump	80/day	Asbestos (400-point count)	45/ea
Level D PPE/Decon Rinse Equipment	50/day	Sample Compositing	20/composite
Concrete Coring Equipment	165/day	48-hour Turnaround Time	60% surcharge
Generator or Air Compressor	100/day	72-hour Turnaround Time	40% surcharge
Distilled Water (5-gallon)	15/ea		



LABORATORY TESTS*

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold.....	\$250/ea
(D698/D1557/T99/T108) 6-inch mold.....	250/ea
(CT 216) California Impact.....	250/ea
Check Point.....	100/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) ...	150/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.)	50/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3) ...	300/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.)	100/ea

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value.....	\$285/ea
(D2844/CT301) Resistance Value, Treated.....	290/ea
(D1883) California Bearing Ratio.....	530/ea
(C977) Stabilization Ability of Lime.....	185/ea
(D1883) Calif. Bearing Ratio (Army Corp of Engineers) ...	105/ea

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity.....	\$150/ea
(D4972/T289) pH Only.....	50/ea
(CT417) Sulfate Content.....	100/ea
(CT422) Chloride Content.....	100/ea
(D2974) Organic Content.....	75/ea

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall.....	\$270/ea
(D5856) Permeability, Rigid Wall.....	260/ea
(D2434) Permeability, Constant Head.....	280/ea
(D2434) Permeability, FHA Slab-on-Grade.....	110/ea
(D2434) Permeability, Hourly.....	55/ea
(D2435/T216) Consolidation (6 pts. w/ Unload).....	350/ea
(D2435/T216) Consolidation Additional Point w/ Unload.....	65/ea
(D4546) Swell/Compression Testing & Density.....	125/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.)	85/ea
(D4546) Swell/Settlement Testing & Density (County).....	100/ea
(D4546) Swell/Settlement Testing & Density (FHA).....	90/ea
(D4829) Expansion Index of Soils.....	225/ea

STEEL TESTING

Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation	
#11 Bar & Smaller.....	\$100/ea
#14 Bar.....	125/ea
#18 Bar (Proof Test).....	150/ea
(A370) Bend Test	
#11 Bar & Smaller.....	\$50/ea
#14 & #18 Bar.....	70/ea
(A370) Tensile - Mechanically Spliced Bar	
#11 Bar & Smaller.....	\$150/ea
#14 Bar & Larger.....	190/ea
(A370) Tensile - Electric Resist. Butt Splice w/ Control	150/ea
(A370) Straightening of bar (if required).....	25/ea

Structural Steel Tests:

(A370) Machining & Prep of Test Specimen.....	Cost + 20%
(A370) Tensile Strength & Elongation	
Up to 200,000 lbs.....	\$100/ea
200,000 - 300,000 lbs.....	125/ea
300,000 - 400,000 lbs.....	150/ea

Pre-stressing Wire & Tendon Tests:

(A421) Tensile Strength, Single Wire.....	\$150/ea
(A416) Tensile Strength, 7-Wire Strand.....	175/ea

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve.....	\$210/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash.....	150/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash.....	125/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash.....	100/ea
(C117/D1140/T11) Materials Finer than #200.....	90/ea
(D2216/T265/CT226) Moisture Content.....	30/ea
(D2487/D2488) Visual Soil Classification.....	30/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method.....	45/ea
(D4943) Shrinkage Factors of Soils, Wax Method.....	55/ea
(C131/C535/CT211) L.A. Abrasion Resistance.....	\$200/ea
(C142/T112) Clay Lumps and Friable Particles.....	170/ea

SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles.....	245/ea
(D3744/CT229/T210) Durability Index Fine.....	165/ea
(D3744/CT229/T210) Durability Index Coarse.....	165/ea
(CT227) Cleaness Value.....	165/ea
(D4791) Flat & Elongated Particles.....	150/ea
(D693/CT205) Percent Crushed Particles.....	145/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate.....	140/ea
(C40/CT213/T21) Organic Impurities.....	75/ea
(C235) Soft Hardness (Scratch Hardness).....	100/ea
(C88/CT214/T104) Sulfate Soundness.....	410/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate.....	150/ea
(C127/CT206/T85) Coarse Specific Gravity.....	125/ea
(C128/CT207/T84) Fine Specific Gravity.....	150/ea
(D854/CT209/T100) Specific Gravity of Soil.....	150/ea
(C29/CT212/T19) Unit Weight & Percent Voids.....	90/ea
(D2419/CT217/T176) Sand Equivalent.....	110/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit) 200/ea	
(D4318/CT204/T89) Liquid Limit.....	100/ea
(D4318/CT204/T90) Plastic Limit.....	100/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete.....	Quote

SHEAR STRENGTH

(D2166) Unconfined Compression.....	\$100/ea
(D3080/T236) Direct Shear (3 points).....	325/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass.....	100/ea
(D2850) Unconsolidated-Undrained Triaxial Shear.....	115/ea
(D2850) Unconsolidated-Undrained Triaxial Staged.....	160/ea
(D4767) Consolidated-Undrained Triaxial Shear.....	265/ea
(D4767) Consolidated-Undrained Triaxial Staged.....	340/ea
(EM1110) Consolidated-Drained Triaxial Shear.....	375/ea
(EM1110) Consolidated-Drained Triaxial Staged.....	480/ea

MASONRY**

Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption.....	\$195/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen)	65/ea
(C140) Compression Test.....	195/ea
(C140) Compression Test (ea. addtl. specimen).....	65/ea
(C426) Linear Drying Shrinkage.....	285/ea
(C109/UBC 21-16) Mortar Cylinder (2"x4").....	30/ea
(C942) Grout Prism (3"x3"x6"), trimming included.....	35/ea

Masonry Prism (Assemblage):

(C1314) 8"x8"x16" - 8"x12"x16".....	\$200/ea
(C1314) 8"x16"x16" - 10"x12"x16".....	225/ea
(C1314) 12"x12"x16" - 12"x16"x16".....	250/ea
(C1314) Larger than 12"x16"x16".....	Quote



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City of Garden Grove
On-Call Geotechnical Services

LABORATORY TESTS* (CONTINUED)

High Strength Bolt, Nut, & Washer Tests:

(A325/A490) Tensile Test on Bolts	\$100/ea
(A563) Proof Load Test on Nuts	100/ea
(A325/A490) Hardness Test on Bolts	50/ea
(A536) Hardness Test on Nuts	50/ea
(F436) Hardness Test on Washers	50/ea

Weld Specimen Tests:

(E164) Ultrasonic Examination	Quote
Machining & Prep of Test Specimen	Cost + 20%
(E381) Macro Tech Test (3 Faces)	\$355

ASPHALT TESTING

Asphalt Properties:

(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA	\$100/ea
(D1560/CT366) Stabilometer Value (HVEEM)	200/ea
(D2041) Theoretical Max Specific Gravity	175/ea
(D5444) Sieve Analysis of Extracted Asphalt	215/ea
(D6307/CT382) Percent Asphalt, Ignition Method	150/ea
(D1188) Unit Weight of Asphalt Core	65/ea

MISCELLANEOUS TESTING SERVICES

Calibration of Hydraulic Ram:

100 Ton & Under	\$200/ea
101 Tons - 200 Tons	300/ea

Use of Universal Testing Machine:

UTM with One Operator	\$320/ea
Additional Technician	Regular Tech Rate

Spray Applied Fireproofing:

(E605/E736) Fireproofing Oven Dry Density/Thickness	\$90/ea
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Brick Test (Set of 5 Specimens):

(C67) 24-Hour Absorption, Cold Water	\$225/set
(C67) 5-Hour Absorption, Boiling Water	\$225/set
(C67) Compression Test or Modulus of Rupture	\$255/set
(C67) Each Additional Specimen	45/ea

CONCRETE**

Mix Designs:

(ACI211/ACI214) Concrete Mix Design	\$350/ea
(ACI211/ACI214) Review of Concrete Mix Design	350/ea
(C192) Concrete Trial Mix (includes equipment & labor)	495/ea

Concrete Properties:

(C39/CT521/T22) Comp. Strength, Concrete Cyl	\$30/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core	60/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam	125/ea
(C174) Length Measuring of Drilled Cores	75/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3)	290/set
(C1140) Shotcrete Panel (each addtl. specimen)	90/ea
(C496) Static Modulus of Elasticity	200/ea
(C496) Drying Shrinkage (Set of 3, up to 28 days)	395/set
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete	95/ea

(F1869) Vapor Emission Rate, Concrete Subfloor	50/ea
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*2X Surcharge on rush turn-around for laboratory testing.

**Fee applies for sample storage, testing, or disposal.

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$155.00 per day when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
- Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.



COMPANY OWNERSHIP





GEOCON

City of Garden Grove
On-Call Geotechnical Services

COMPANY OWNERSHIP

Geocon West, Inc. (Geocon) is a California corporation established in 2003 as a professional engineering consulting firm providing comprehensive geotechnical, geologic, construction inspection, and environmental engineering and consulting services. In addition to these services, we also provide environmental remediation contracting (cleanup) services and operate soils and materials testing laboratories.

Geocon West, Inc. and its sister companies have nine regional offices that are located throughout California so that Geocon is well-positioned geographically to promptly, efficiently, and cost effectively service its clients' needs. We employ a staff of over 300 technically strong, highly motivated engineers, geologists, environmental scientists, technicians, and special inspectors. Our managing principals are practicing professional geologists or engineers who actively manage projects and assign and mentor technical staff. Each office is supported by state-of-the-art inventories of field equipment and instrumentation, comprehensive technical libraries, and modern data-management systems. Laboratory testing services are performed in an in-house soils and materials testing laboratory accredited by the American Association of State Highway and Transportation Officials (AASHTO), State of California Department of Transportation (Caltrans), Cement and Concrete Reference Laboratory (CCRL), Division of State Architect (DSA), and City of Los Angeles.

The average professional staff member has more than 10 years of experience at Geocon alone and has sufficient training and experience to respond to accelerated schedules without encountering procedural problems or sacrificing the quality of work products. Our friendly company culture promotes excellent working relationships with our clients, and many clients have said that we function much like their own employees: a direct extension of their team.

Geocon is fully staffed and responsive in meeting the needs of individual clients. Our size is such that our trained professional, technical, and support staff are able to respond quickly to varying task requirements and multiple concurrent projects. This is achievable through Geocon's unique organizational structure that permits efficient, competent, professional services for every project irrespective of the size or complexity of the task. Associate level project review and oversight are provided for all projects.

FIRM OVERVIEW

TYPES OF SERVICES

Geotechnical Engineering
Engineering Geology
Construction Inspection
Soils and Materials Testing Laboratory
Environmental Services

LOCATIONS

San Diego (HQ) | San Diego County
Burbank | Los Angeles County
Irvine | Orange County
Redlands | San Bernardino County
Murrieta | Riverside County
La Quinta | Coachella Valley
Rancho Cordova | Sacramento County
Livermore | Alameda County
Fairfield | Solano County



<u>DIR NUMBER</u>	<u>YEAR FOUNDED</u>	<u>NUMBER OF EMPLOYEES</u>
1000001899	1971	300+



GEOCON

City of Garden Grove
On-Call Geotechnical Services

SUB-CONSULTANTS

The services requested in this RFP are all normal services Geocon provides with in-house capabilities. We do not anticipate utilizing sub-consultants to provide the requested services. In the event that services are required beyond the specialized services we provide *in-house*, we propose to utilize the following subcontractors:



BC2 Environmental

Contact: Tracy Spilotro, Operations Manager
Address: 1150 West Trenton Avenue, Orange, CA 92867
PH| (714) 744-2990 FX| (714) 744-2991 E-mail| info@bc2env.com

Specialized Services Provided: Vacuum Excavation

**GOLD CONSTRUCTION
SERVICES**

Gold Construction Services, LLC

Contact: Tommy Robinson, Operations Manager
Address: 11557 Poema Place #102, Chatsworth, CA 91311
PH| (818) 960-4007 E-mail| gldconserv@gmail.com

Specialized Services Provided: Hand Augering



LaBelle Marvin

Contact: Thomas Williams, Laboratory Manager
Address: 2700 South Grand Avenue, Santa Ana, CA 92705
PH| (714) 546-3468 FX| (714) 546-5841 E-mail| info@labellemarvin.com

Specialized Services Provided: Wet-Track Abrasion Testing



Martini Drilling Corporation

Contact: Darin Martini, Business Office Manager
Address: 12141 Mariners Way, Garden Grove, CA 92843
PH| (714) 715-2715 FX| (714) 373-6322 E-mail| martinidrilling@yahoo.com

Specialized Services Provided: Geotechnical and Environmental Drilling



Traffic Management, Inc.

Contact: Margaret Medina, Sr. Contract Administrator
Address: 4900 Airport Plaza Dr Ste 300, Long Beach CA, 90815
PH| (562) 264-2380 FX| (562) 424-0266

E-mail| Margaret.medina@trafficmanagement.com

Specialized Services Provided: Traffic Management



PROJECT ORGANIZATION AND STAFFING

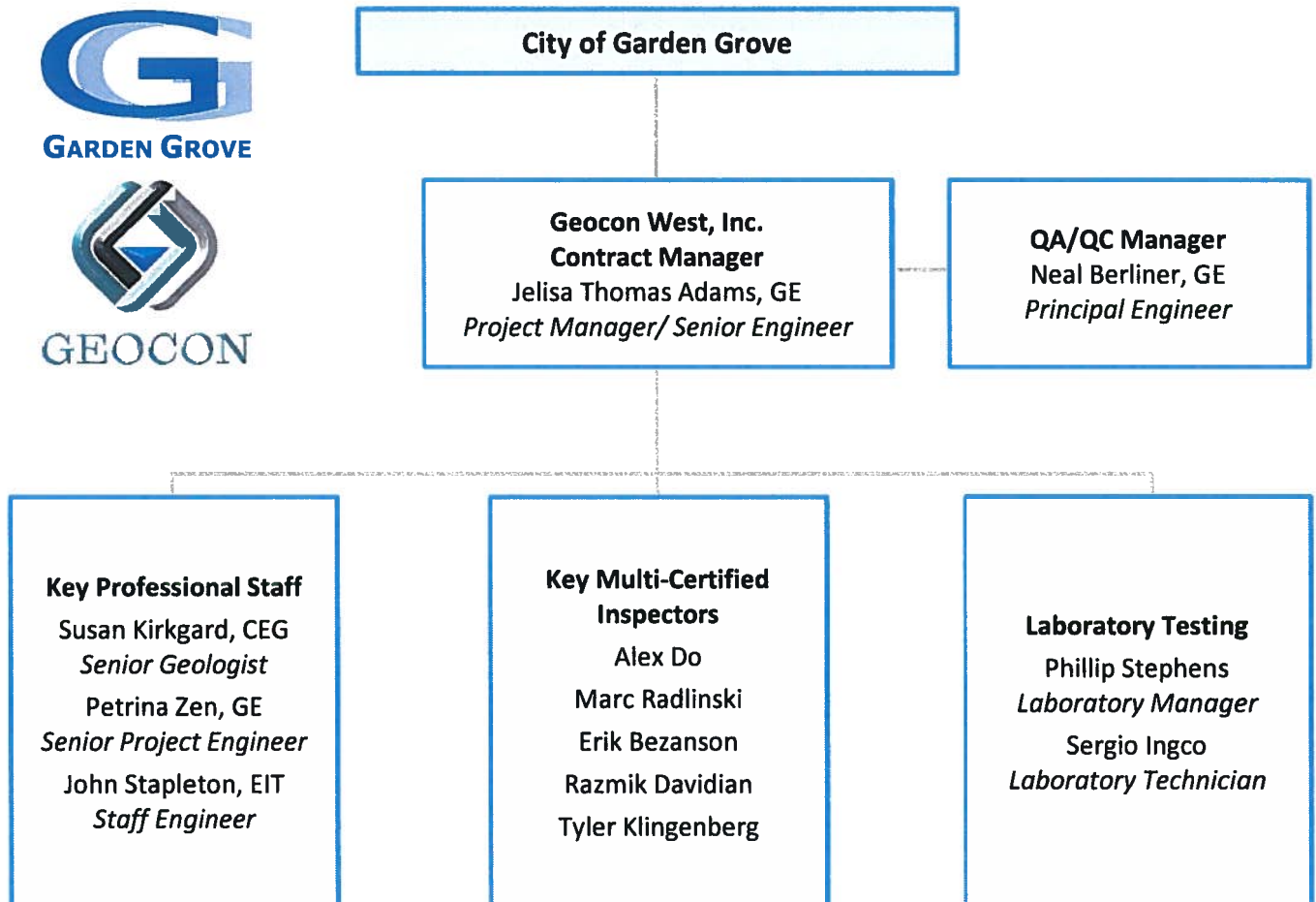




GEOCON

PROJECT ORGANIZATION AND STAFFING

An organizational chart is provided below to identify Geocon's proposed team, responsibilities of each team member, and team member availability for prospective City of Garden Grove projects.





RESUMES



GEOCON

City of Garden Grove
On-Call Geotechnical Services

RESUMES

JELISA THOMAS ADAMS, GE

CONTRACT MANAGER | SENIOR ENGINEER



Ms. Thomas Adams has more than 16 years of experience performing and managing geotechnical investigations throughout the Orange County, Los Angeles, San Diego, and San Bernardino areas. Her experience encompasses a wide range of projects including public infrastructure, city and state facilities, commercial and residential developments, educational institutions, multi-story structures with subterranean parking levels, seismic upgrades and retrofits, and the installation and monitoring of geotechnical instrumentation. As a senior engineer, Ms.

Thomas Adams is responsible for the coordination and execution of field exploration programs, assignment of laboratory testing, review and interpretation of test results, engineering analysis, the evaluation of stormwater infiltration rates, and the preparation of technical reports and letters. Recent experience includes:

CITY OF GARDEN GROVE PUBLIC WORKS DEPARTMENT, ON-CALL GEOTECHNICAL SERVICES CONTRACT, GARDEN GROVE, CALIFORNIA

Ms. Adams manages Geocon's on-call geotechnical, materials testing and inspection services contract with the City of Garden Grove. She provides quality control over all geotechnical reports, construction inspection services, and provides team management. Geocon has completed numerous pavement restoration projects including arterial streets, residential roads, storm drains, and a variety of public improvement projects.

CITY OF NEWPORT BEACH DEPARTMENT OF PUBLIC WORKS, ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING, & INSPECTION SERVICES CONTRACT, NEWPORT BEACH, CALIFORNIA

Ms. Adams manages Geocon's on-call geotechnical, materials testing and inspection services contract with the City of Newport Beach. She provides quality control over all geotechnical reports, construction inspection services, and laboratory testing results. Geocon has completed investigations pavement restoration projects and miscellaneous public improvement repair and has provided geotechnical and materials inspection and testing services for asphalt pavement and concrete placement.

CITY OF ANAHEIM, RESIDENTIAL STREET IMPROVEMENTS PROJECT, ANAHEIM, CALIFORNIA

Geocon is currently providing as-needed geotechnical, material testing, and inspection services during construction of pavement improvements in the Willowbrook and Riverdale neighborhoods in Anaheim as part of our on-call contract with the City. The project entails approximately 1,312,000 square feet of grind and overlay and 1,035,000 square feet of slurry seal. Ms. Adams serves as the project manager and provides quality control over all geotechnical reports, construction inspection services, and provides team management.

CITY OF SAN JUAN CAPISTRANO – ON-CALL GEOTECHNICAL REVIEW/DESIGN & MATERIALS TESTING SERVICES, SAN JUAN CAPISTRANO, CALIFORNIA

Geocon currently holds a two-year on-call contract with the City of San Juan Capistrano for Geotechnical Review/Design and Materials Testing Services. Ms. Adams serves as Geocon's Contract Manager and main point-of-contact with the City. Geocon has provided third-party geotechnical reviews for the Compass Energy Storage project, new apartments, and new single residencies.

EXPERIENCE

16 years

EDUCATION

- BS, Structural Engineering, University of California, San Diego

REGISTRATIONS

- CA: Geotechnical Engineer, No. 3092
- CA: Professional Engineer, Civil, No. 74946

CERTIFICATIONS

- Geokon Certified Instrument Installer
- Radiation Safety Officer
- Nuclear Density Gauge
- OSHA 40-Hour
- OSHA 8-Hour Refresher

ORGANIZATIONS

- ASCE
- ASFE



GEOCON

City of Garden Grove
On-Call Geotechnical Services

NEAL BERLINER, GE

QA/QC Manager | Principal Engineer



As President of Geocon West, Mr. Berliner is responsible for the management of Geocon's technical practice in the greater Los Angeles area, including the San Bernardino County, Orange County, and Riverside County areas. Mr. Berliner has an expertise on projects requiring deep excavation/ shoring and mitigation of groundwater, as well as projects that require drilled and driven piles, micropiles, stone columns, cement/lime stabilization, soil nails, compaction grouting, underpinning, and ground mitigation. He manages large on-call contracts involving

both geotechnical design and special inspections services and has the reputation for providing creative geotechnical solutions as well as maintaining outstanding service for projects with critical schedules and budgets. His experience managing on-call contracts with local municipalities includes:

KB HOME COASTAL, INC., ROADWAY IMPROVEMENTS, STATE COLLEGE BOULEVARD, ANAHEIM, CALIFORNIA

The project consisted of the replacement of the existing roadway paving section with a new paving section along the very busy State College Boulevard, north of the Orangewood Avenue intersection. R-value testing of the subgrade soil was performed and a new paving section was formulated based on the traffic indices required by the City of Anaheim. Mr. Berliner provided engineering analysis and design recommendations for the roadway section and technical oversight throughout construction.

CITY OF PASADENA DEPARTMENT OF PUBLIC WORKS, ON-CALL SOILS & MATERIALS TESTING SERVICES CONTRACT, PASADENA, CALIFORNIA

Mr. Berliner is the Contract Manager and primary point of contact for the City of Pasadena Department of Public Works On-Call Geotechnical Engineering, Materials Testing, and Inspection Services contract. Geocon has provided services on Arroyo/Rose Bowl Drive, Preventative Maintenance of Streets, Green Street and Fair Oaks Avenue, Arroyo and Linda Vista, La Pintoresca Library, roadwork on Walnut Street between Daisy and Sunnyslope, East Side Storm Drain from Belvidere to Mountain Street, roadwork on the corner of Fair Oaks and California, slope failure at 1175 North Arroyo Boulevard, and a storm drain break at East Del Mar Boulevard west of Allen Avenue. Mr. Berliner provides quality control over all technical documents and field activities.

CITY OF SIMI VALLEY & VENTURA COUNTY WATERWORKS DISTRICT NO. 8, ANNUAL PROFESSIONAL PAVEMENT ENGINEERING, MATERIALS TESTING & INSPECTION SERVICES CONTRACT, SIMI VALLEY, CALIFORNIA

Geocon provided on-call pavement engineering, materials testing, and inspection services under a two-year on-call agreement. Mr. Berliner was responsible for all geotechnical, deputy and special inspection services and provided quality control over pavement engineering services. Geocon provided inspection and testing services for Madera Road Widening from Country Club Drive west to Wood Ranch Parkway and rewrote the City of Simi Valley's Quality Assurance Program.

CITY OF LOS ANGELES BUREAU OF ENGINEERING, ON-CALL GEOTECHNICAL & ENVIRONMENTAL CONSULTANT LIST, LOS ANGELES, CALIFORNIA

Mr. Berliner manages Geocon's on-call geotechnical and environmental services contract with the City of Los Angeles. He provides quality control over all geotechnical reports, construction inspection services, and laboratory testing results. Geocon has completed investigations for 1st and Broadway Civic Center Park, Channel 35 Television Studio and Office Relocation, Venice Beach/Rose Avenue Restroom Replacement, Whitsett Park Soccer Fields Complex, and North Outfall Sewer Rehabilitation Unit No. 18.

EXPERIENCE

30 years

EDUCATION

- BS, Civil Engineering, San Diego State University

REGISTRATIONS

- CA: Geotechnical Engineer, No. 2576
- CA: Professional Engineer, Civil, No. 57123

CERTIFICATIONS

- Radiation Safety Officer
- Nuclear Density Gauge

ORGANIZATIONS

- CalGeo



GEOCON

City of Garden Grove
On-Call Geotechnical Services

PETRINA ZEN, GE

SENIOR PROJECT ENGINEER



Ms. Zen was an engineering intern from California State Polytechnic University, Pomona, and was brought on board because of her understanding of geotechnical engineering practices and quick learning capabilities. She has been with Geocon for 9 years and is responsible for aspects of projects including coordination and execution of field explorations, assignment of laboratory testing, review and interpretation of laboratory testing results, engineering analysis, the evaluation of stormwater infiltration rates, and the preparation of technical reports and letters in Los

Angeles and Orange County. Her experience includes city and state facilities, commercial and residential developments, educational institutions, and multi-story structures with subterranean parking levels. Ms. Zen also performs geotechnical inspection and testing services during construction. Her recent experience includes:

CITY OF NEWPORT BEACH DEPARTMENT OF PUBLIC WORKS, ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING, & INSPECTION SERVICES CONTRACT, NEWPORT BEACH, CALIFORNIA

Ms. Zen served as a Project Engineer for the 2019-2020 Slurry Seal Program under Geocon's on-call geotechnical, materials testing and inspection services contract with the City of Newport Beach. Geocon performed sampling and testing in general conformance with the Green Book specifications, current American Society for Testing and Materials (ASTM) methodology and/or other applicable procedures. Samples were tested for Wet Track Abrasion, Slurry Emulsion Oil Content, and Slurry Aggregate Gradation. Geocon performed various test on multiple streets throughout the City of Newport Beach in order to improve roadway conditions throughout the City.

CITY OF SAN JUAN CAPISTRANO – ON-CALL GEOTECHNICAL REVIEW/DESIGN & MATERIALS TESTING SERVICES, SAN JUAN CAPISTRANO, CALIFORNIA

Ms. Zen serves as Project Engineer for Geocon's current two-year on-call contract with the City of San Juan Capistrano for Geotechnical Review/Design and Materials Testing Services. Geocon has provided third-party geotechnical reviews for the Compass Energy Storage project, new apartments, and new single residencies.

ORANGE COUNTY FIRE AUTHORITY TRAINING TOWER, IRVINE, CALIFORNIA

Geocon provided a geoenvironmental investigation for the Orange County Fire Authority Training Tower under our On-Call contract. The site was previously occupied by two campuses; one consisted of a trench rescue operation training station, and the other campus consisted of an unpaved parking and storage area. The proposed project site was improved with a three-story training tower, a new roof rescue training station, two shipping containing training structures, an 18-foot-tall splash wall training prop, and two single-story modular structures with associated toilet room and shower. Ms. Zen provided report and letter review for the project.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING, & INSPECTION SERVICES CONTRACTS, LOS ANGELES COUNTY, CALIFORNIA

Ms. Zen has provided geotechnical engineering services on Geocon's most recent as-needed contract for geotechnical engineering, materials testing, and inspection services. As a Project Engineer, Ms. Zen is responsible for the coordination and execution of field exploration programs, laboratory testing, assistance in preparing geotechnical reports, and geotechnical observation and testing services during construction. Ms. Zen has provided services for the Olive View Medical Center, Lennox Library, LA River North Valleyhart Project, Camp Glen Rocky Modular Unit, and the Camp Kilpatrick Replacement Project.

EXPERIENCE

9 years

EDUCATION

- BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

- CA: Geotechnical Engineer, No. 3217
- CA: Professional Engineer, Civil, No. 87489

CERTIFICATIONS

- Nuclear Density Gauge

ORGANIZATIONS

- American Society of Civil Engineers
- Cal Geo



GEOCON

City of Garden Grove
On-Call Geotechnical Services

SUSAN KIRKGARD, CEG

SENIOR GEOLOGIST



Ms. Kirkgard has more than 34 years of experience as an engineering geologist. She has led comprehensive geologic investigations in rural and urban environments for transmission line and pipeline alignments, transportation corridors, sewage conveyance tunnels, transportation tunnels, cut and cover utility trenches, power plants, water treatment plants, emergency operations centers, hospitals, schools and other critical structures. Ms. Kirkgard's technical experience includes characterizing geologic and seismic conditions; groundwater,

dewatering, and percolation studies; geologic-seismic hazard evaluations; slope stability investigations; fault rupture hazard evaluations; forensic investigations; site acquisition and land use feasibility studies; geotechnical input for environmental impact reports; master planning studies; geologic observation of deep excavations; geologic mapping during grading; and third-party peer review services. Her relevant experience includes:

CITY OF NEWPORT BEACH DEPARTMENT OF PUBLIC WORKS, ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING, & INSPECTION SERVICES CONTRACT, NEWPORT BEACH, CALIFORNIA

Ms. Kirkgard serves as Senior Geologist under Geocon's on-call geotechnical, materials testing and inspection services contract with the City of Newport Beach. Geocon has completed investigations pavement restoration projects and miscellaneous public improvement repair and has provided geotechnical and materials inspection and testing services for asphalt pavement and concrete placement. Geocon performs sampling and testing in general conformance with the Green Book specifications, current American Society for Testing and Materials (ASTM) methodology and/or other applicable procedures.

CITY OF SAN JUAN CAPISTRANO – ON-CALL GEOTECHNICAL REVIEW/DESIGN & MATERIALS TESTING SERVICES, SAN JUAN CAPISTRANO, CALIFORNIA

Geocon currently holds a two-year on-call contract with the City of San Juan Capistrano for Geotechnical Review/Design and Materials Testing Services. Geocon has provided third-party geotechnical reviews for the Compass Energy Storage project, new apartments, and new single residencies. Ms. Kirkgard serves as Geocon's senior geologist and has provided peer reviews for projects under this contract.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING, & INSPECTION SERVICES CONTRACTS, LOS ANGELES COUNTY, CALIFORNIA

Ms. Kirkgard has provided geologic consulting services on Geocon's most recent as-needed geotechnical engineering, materials testing, and inspection contract with the Department of Public Works. Ms. Kirkgard was the lead geologist for a limited geotechnical investigation for a proposed hillside access road east of the existing Sybil Brand Institute for Women. She performed the geologic studies, performed slope stability analysis, and provided recommendations for temporary and permanent stability. In addition, Ms. Kirkgard was the lead geologist for a geotechnical investigation performed for the mitigation of high concentrations of surface gas at the Cogen Landfill. Her responsibilities included assessing the historic and current gas levels by reviewing previous environmental and geologic data and developing an exploration program to characterize the underlying geologic conditions and delineate the specific subsurface zones of high concentration methane and, ultimately, provide several options to mitigate hazardous gas emissions.

EXPERIENCE

34 years

EDUCATION

- BS, Geology, California State University, Los Angeles
- Post-Graduate Studies, Geohydrology, Paleoseismicity, Engineering Geology

REGISTRATIONS

- CA: Certified Engineering Geologist, No. 1754
- CA: Professional Geologist, No. 5378

CERTIFICATIONS

- OSHA 40-Hour
- OSHA 8-Hour Refresher
- Los Angeles Refinery Safety Overview

ORGANIZATIONS

- Association of Engineering Geologists



GEOCON

City of Garden Grove
On-Call Geotechnical Services

JOHN STAPLETON, EIT

STAFF ENGINEER

Mr. Stapleton has 6 years of experience as a staff engineer and engineering intern in Orange County. His experience includes geotechnical investigations and geotechnical inspection and testing services for various public works projects, educational institutions, residential and mixed-use developments, and public infrastructure projects. Mr. Stapleton is responsible for the execution of field exploration programs, laboratory testing, assistance in preparing geotechnical reports, and geotechnical observation and testing services during construction. He also has experience in multiple software applications including DesignCAD, spreadsheet design, and word processing. His recent experience includes:

CITY OF GARDEN GROVE PUBLIC WORKS DEPARTMENT, ON-CALL GEOTECHNICAL SERVICES CONTRACT, GARDEN GROVE, CALIFORNIA

Geocon is currently contracted to perform on-call geotechnical, materials testing and inspection services contract for the City of Garden Grove. Geocon has completed numerous pavement restoration projects including arterial streets, residential roads, storm drains, and a variety of public improvement projects. As a staff engineer, Mr. Stapleton performed geotechnical inspection and testing services during the placement of base and asphalt concrete for street improvements.

CITY OF NEWPORT BEACH DEPARTMENT OF PUBLIC WORKS, ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING, & INSPECTION SERVICES CONTRACT, NEWPORT BEACH, CALIFORNIA

Geocon is currently contracted with the City of Newport Beach to perform on-call geotechnical testing and materials services. As a staff engineer, Mr. Stapleton performed geotechnical inspection and testing services during the placement of base and asphalt concrete for street improvements for the Arterial Highway Repair Program and Balboa Island Coping Repair. Mr. Stapleton also led the field exploration and authored the geotechnical report for the Fire Station.

CITY OF GARDEN GROVE, ACACIA AVENUE-JOSEPHINE STREET STORM DRAIN, GARDEN GROVE, CALIFORNIA

Geocon performed utility potholing services on Acacia Avenue and Josephine Street with the goal to fill the cracks and separations of asphaltic pavement for the street improvement project in the City of Garden Grove. We exposed utilities along the alignment of the proposed storm drain line, backfilled the excavations with soils, and restored the ground with asphalt/concrete patches. Geocon matched the existing AC thickness to that of surrounding streets upon completion of the storm drain. As the staff engineer, Mr. Stapleton was responsible for drilling and digging sampling activities, figure and table preparation, letter and final report preparation, utility mark-out, and the work plan preparation.

IRVINE RANCH WATER DISTRICT, UNIVERSITY DRIVE WIDENING APPURTENANCE RELOCATIONS, IRVINE, CALIFORNIA

Geocon provided geotechnical observation and testing services during the backfill of water utility trenches during the University Drive Widening Appurtenance Relocations in Irvine, California for the Irvine Ranch Water District. Mr. Stapleton provided testing and observation of utility trenches.

ORANGE COUNTY FIRE AUTHORITY TRAINING TOWER, IRVINE, CALIFORNIA

Geocon provided a geoenvironmental investigation for the Orange County Fire Authority Training Tower under our On-Call contract. The site was previously occupied by two campuses; one consisted of a trench rescue operation training station, and the other campus consisted of an unpaved parking and storage area. The proposed project site was improved with a three-story training tower, a new roof rescue training station, two shipping containing training structures, an 18-foot-tall splash wall training prop, and two single-story modular structures with associated toilet room and shower. Mr. Stapleton performed drilling, digging, and sampling; engineering calculations; percolation testing; laboratory assignments; and report preparation.

EXPERIENCE

6 years

EDUCATION

- BS, Civil Engineering, California State University, Fullerton

REGISTRATIONS

- CA: Professional Engineer-In-Training, Civil

CERTIFICATIONS

- Nuclear Density Gauge
- City of Irvine Asphalt



GEOCON

City of Garden Grove
On-Call Geotechnical Services

PHILLIP STEPHENS

LABORATORY MANAGER



Mr. Phillip Stephens has 11 years of experience performing quality assurance testing in the lab and in the field. He is experienced calibrating lab and field equipment, overseeing training and evaluating the performance of technicians, and maintaining laboratory accreditations from AASHTO, AMRL, CCRL, Caltrans, DSA, and OSHPD. Other laboratory experience includes testing of structural steel, tensile and proof load testing, tensile and bend testing of rebar, strain/tensile testing of uncoated seven-wire for pre-stressed concrete, compression testing of masonry and masonry prisms, and testing of masonry block absorption and linear shrinkage. In addition, Mr. Stephens is experienced performing field testing of concrete, locating rebar, pull testing epoxy installed rebar/all thread, determining the moisture vapor emission rate of concrete and the rebound number of hardened concrete, and testing of spray-applied fireproofing materials. Project experience involving laboratory testing and laboratory supervision is listed below:

Mr. Stephens is experienced performing field testing of concrete, locating rebar, pull testing epoxy installed rebar/all thread, determining the moisture vapor emission rate of concrete and the rebound number of hardened concrete, and testing of spray-applied fireproofing materials. Project experience involving laboratory testing and laboratory supervision is listed below:

EXPERIENCE

11 years

CERTIFICATIONS

- ACI Strength Testing of Concrete
- ACI Field Testing of Concrete
- ACI Base Testing
- ACI Aggregates 1 & 2
- ACI Laboratory 1 & 2
- CT: 105, 125, 201, 202, 205, 226, 227, 229, 504, 518, 539, 540, 543, 521, 523, 533, 556, 557

CITY OF GARDEN GROVE PUBLIC WORKS DEPARTMENT, ON-CALL GEOTECHNICAL SERVICES CONTRACT, GARDEN GROVE, CALIFORNIA

Geocon is currently contracted to perform on-call geotechnical, materials testing and inspection services contract for the City of Garden Grove. Geocon has completed numerous pavement restoration projects including arterial streets, residential roads, storm drains, and a variety of public improvement projects. Mr. Stephens supervises the performance of various laboratory tests on soil and materials samples during the design and construction phases of projects.

CITY OF NEWPORT BEACH DEPARTMENT OF PUBLIC WORKS, ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING, & INSPECTION SERVICES, NEWPORT BEACH, CALIFORNIA

Mr. Stephens provided laboratory testing for the 2019-2020 Slurry Seal Program under our on-call contract with the City of Newport Beach. Geocon performed sampling and testing in general conformance with the Green Book specifications, current American Society for Testing and Materials (ASTM) methodology and/or other applicable procedures. Samples were tested for Wet Track Abrasion, Slurry Emulsion Oil Content, and Slurry Aggregate Gradation. Geocon performed various test on multiple streets throughout the City of Newport Beach in order to improve roadway conditions throughout the City.

ORANGE COUNTY FIRE AUTHORITY TRAINING TOWER, IRVINE, CALIFORNIA

Geocon provided a geoenvironmental investigation for the Orange County Fire Authority Training Tower under our On-Call contract. The site was previously occupied by two campuses; one consisted of a trench rescue operation training station, and the other campus consisted of an unpaved parking and storage area. The proposed project site was improved with a three-story training tower, a new roof rescue training station, two shipping containing training structures, an 18-foot-tall splash wall training prop, and two single-story modular structures with associated toilet room and shower. Mr. Stephens supervised the performance of various laboratory tests on samples for our investigation.



GEOCON

City of Garden Grove
On-Call Geotechnical Services

SERGIO INGCO

LABORATORY TECHNICIAN



Mr. Ingco is a hard-working and intelligent individual with a broad skill set and natural leadership skills. He pays great attention to detail and has a strong work ethic. Mr. Ingco performs soils and concrete testing services both in the lab and in the field. He is Caltrans-certified for both soils and concrete testing services and provides field support for paving-related projects. In addition, Mr. Ingco is responsible for performing laboratory tests on soils and concrete samples brought into the lab including Proctor, Moisture Density, Direct Shear, Consolidation,

Compressive Strength, and various Caltrans tests methods. Mr. Ingco keeps the laboratory organized and ensures that all test equipment is functioning properly, maintained as required by Geocon and the manufacturer's policy, and calibrated properly. Some of Mr. Ingco's experience includes:

CITY OF GARDEN GROVE PUBLIC WORKS DEPARTMENT, ON-CALL GEOTECHNICAL SERVICES CONTRACT, GARDEN GROVE, CALIFORNIA

Geocon is currently providing on-call geotechnical, materials testing and inspection services contract with the City of Garden Grove. Geocon has completed numerous pavement restoration projects including arterial streets, residential roads, storm drains, and a variety of public improvement projects.

Mr. Ingco performs required laboratory testing services for soil samples for geotechnical investigations, and materials testing for projects in construction.

CITY OF NEWPORT BEACH DEPARTMENT OF PUBLIC WORKS, ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING & INSPECTION CONTRACT, NEWPORT BEACH, CALIFORNIA

Geocon is currently performing on-call geotechnical, materials testing and inspection services contract with the City of Newport Beach. Geocon has completed investigations pavement restoration projects and miscellaneous public improvement repair and has provided geotechnical and materials inspection and testing services for asphalt pavement and concrete placement. Mr. Ingco is responsible for performing laboratory tests on soil and materials samples in accordance with both Greenbook and Caltrans guidelines, depending on project requirements, and performs batch plant inspections, and testing in the field in accordance with Caltrans testing procedures.

ORANGE COUNTY FIRE AUTHORITY TRAINING TOWER, IRVINE, CALIFORNIA

Geocon provided a geoenvironmental investigation for the Orange County Fire Authority Training Tower under our On-Call contract. The site was previously occupied by two campuses; one consisted of a trench rescue operation training station, and the other campus consisted of an unpaved parking and storage area. The proposed project site was improved with a three-story training tower, a new roof rescue training station, two shipping containing training structures, an 18-foot-tall splash wall training prop, and two single-story modular structures with associated toilet room and shower. Mr. Ingco performed laboratory tests on samples for our investigation.

CITY OF PASADENA DEPARTMENT OF PUBLIC WORKS, ON-CALL SOILS & MATERIALS TESTING SERVICES CONTRACT, PASADENA, CALIFORNIA

Geocon is currently performing on-call geotechnical and materials testing services for various roadways and other Public Works projects. Mr. Ingco is responsible for performing laboratory tests on soil and materials samples in accordance with both Greenbook and Caltrans guidelines, depending on project requirements, and performs batch plant inspections, and testing in the field in accordance with Caltrans testing procedures.

EXPERIENCE

8 years

EDUCATION

- BA, Public Health Education, California State University, Northridge, 2010

CERTIFICATIONS

- Nuclear Density Gauge
- ACI Aggregate Testing Technician, Level I
- ACI Concrete Testing Technician, Level I
- ACI Concrete Strength Testing Technician
- ACI Concrete Laboratory Testing Technician, Level I
- CT: 105, 201, 106, 125, 202, 204, 206, 216, 217, 226, 227, 229, 231, 375, 504, 518, 521, 533, 539, 540, 556, 557



GEOCON

City of Garden Grove
On-Call Geotechnical Services

ALEX DO

SPECIAL INSPECTOR



Mr. Do is a primary inspector with eight years of experience performing materials testing services for reinforced and post-tensioned concrete, wood and masonry construction, spray-applied fireproofing, structural steel and bolting, epoxy anchors, and rebar on a variety of public and private sector projects. Mr. Do is proactive communicating with project teams and maintains regular interaction with team members regarding conformance to standards, plans, project specifications, and codes. His experience includes:

EXPERIENCE

8 years

CERTIFICATIONS

- City of Irvine Special Inspector
- ICC Structural Masonry
- ICC Structural Steel & Bolting
- ICC Structural Welding
- ICC Reinforced Concrete
- ICC Pre-stressed Concrete
- ICC Spray-Applied Fireproofing
- ACI Grade I Concrete Testing Field Technician
- Nuclear Density Gauge
- General Contractor License (B, C-5 & C-15)

CITY OF NEWPORT BEACH DEPARTMENT OF PUBLIC WORKS, ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING, & INSPECTION SERVICES CONTRACT, NEWPORT BEACH, CALIFORNIA

Geocon currently provides geotechnical, materials testing and inspection services for the City of Newport Beach. Investigations for pavement restoration projects and miscellaneous public improvement repairs were completed and geotechnical and materials inspection and testing services were provided for asphalt pavement and concrete placement. Mr. Do performs geotechnical inspection and testing services for these projects.

COUNTY OF ORANGE, OC JUVENILE HALL MULTIPURPOSE REHABILITATION CENTER (MRC), ORANGE, CALIFORNIA

Mr. Do worked as Geocon's inspector during the observation and testing services for the new Orange County Juvenile Hall Multipurpose Rehabilitation Center in the City of Orange, California. Mr. Do provided sample importing; testing and observation of the grading, epoxy anchors and rebars, utility trenches, placement of subgrade and asphalt concrete, the building pad, wall backfill, and sidewalks and curbs including the grout; inspection of wood, rebar, masonry, foundation, and bolting; in addition to waterproofing and various stress tests.

CITY OF NEWPORT BEACH, FIRE STATION NO. 2 REPLACEMENT, NEWPORT BEACH, CALIFORNIA

The City of Newport Beach is replacing the Lido Fire Station No. 2 on 32nd Street — built in 1953 — and replacing it with a new structure on the corner of 28th Street and Newport Boulevard. Instead of demolishing the current station and building a new structure on site, the City purchased a 17,693-square-foot property at 2807 Newport Boulevard and decided to keep the Lido Station operable in the interim. The new location is larger and will provide better access to more residential areas than the old station. Mr. Do provided observation of concrete-grout pouring and creation, and rebar inspection.

CITY OF NEWPORT BEACH, ANNUAL CONCRETE REPLACEMENT, NEWPORT BEACH, CALIFORNIA

Through our on-call contract, Geocon provided testing and inspection services for the Annual Concrete Replacement Program for the City of Newport Beach. The project consisted of the removal and replacement of sidewalk, curb and gutter, and driveway entries at various locations. Mr. Do performed as Geocon's inspector and provided observation of rebar placement.

CITY OF PASADENA, EATON-BLANCHE PARK RESTROOM, PASADENA, CALIFORNIA

Geocon provided as-needed geotechnical, deputy, and special inspection and testing services during grading and construction of the Eaton-Blanche Park Restroom in Pasadena, California. The Eaton-Blanche Park boasts two lighted tennis courts; one softball diamond; one lighted basketball court; open grass area; playground equipment; 9 picnic tables; parking lot; and rose garden. As an inspector, Mr. Do performed testing and observation of the subgrade and building pad and performed foundation observations.



GEOCON

City of Garden Grove
On-Call Geotechnical Services

MARC J RADLINSKI

SPECIAL INSPECTOR

Mr. Radlinski has 52 years of experience in the construction industry and has been certified to perform concrete and masonry inspections since 2009. He has performed inspection and testing services for a multitude of residential, commercial, and industrial developments. He reviews and interprets plans, blueprints, site layouts, specifications, and construction methods to ensure compliance with project plans, specifications, and safety requirements. Mr. Radlinski is an effective communicator and is proactive at solving problems on the jobsite. Some of his experience includes:

CITY OF GARDEN GROVE PUBLIC WORKS DEPARTMENT, ON-CALL GEOTECHNICAL SERVICES CONTRACT, GARDEN GROVE, CALIFORNIA

Geocon is currently contracted to perform on-call geotechnical, materials testing and inspection services contract for the City of Garden Grove. Geocon has completed numerous pavement restoration projects including arterial streets, residential roads, storm drains, and a variety of public improvement projects. Mr. Radlinski served as special inspector for the duration of this project.

CITY OF NEWPORT BEACH DEPARTMENT OF PUBLIC WORKS, ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING, & INSPECTION SERVICES CONTRACT, NEWPORT BEACH, CALIFORNIA

Geocon currently provides geotechnical, materials testing and inspection services for the City of Newport Beach. Investigations for pavement restoration projects and miscellaneous public improvement repairs were completed and geotechnical and materials inspection and testing services were provided for asphalt pavement and concrete placement. Mr. Radlinski performed special inspection services for these projects.

IRVINE RANCH WATER DISTRICT, UNIVERSITY DRIVE WIDENING APPURTENANCE RELOCATIONS, IRVINE, CALIFORNIA

Geocon provided geotechnical observation and testing services during the backfill of water utility trenches during the University Drive Widening Appurtenance Relocations in Irvine, California for the Irvine Ranch Water District. The project included a portion of University Drive located between MacArthur Boulevard and Campus Drive. Construction included removal and relocation of existing service backflow preventers, vaults, fire hydrants, blowoffs/bottom drains, cathodic test stations, airvacs, a 16-inch CML&C pipe, and water services; main line valve installation/replacement; installation of reinforced concrete pad over 16-inch pipe; and adjusting valve cans and sewer manholes to grade. Mr. Radlinski performed soil sampling and testing and observation of utility trenches.

CITY OF EASTVALE, EASTVALE FIRE STATION NO. 2, EASTVALE, CALIFORNIA

Geocon performed geotechnical observation and testing, special inspection, and materials testing services for the construction of the Eastvale Fire Station No. 2 located on the northeast corner of Selby Avenue and Chandler Street in Eastvale, California. Mr. Radlinski served as special inspector for the duration of this project.

CITY OF TEMECULA, MARGARITA ROAD REHABILITATION, TEMECULA, CALIFORNIA

Mr. Radlinski was an inspector for observation and testing services during construction of the Margarita Road rehabilitation project as an on-call consultant to the City of Temecula. Our services were provided responsively and effectively allowing the project to proceed on time and under budget. When a portion of the roadway was encountered that did not have the asphaltic concrete thickness as indicated by the investigating geotechnical consultant, Geocon mobilized our coring operations in less than 24 hours to investigate the area and provide the existing pavement section needed for the repaving operations.

EXPERIENCE

52 years

CERTIFICATIONS

- ICC Reinforced Concrete
- ICC Structural Masonry
- ACI Grade I Concrete Testing Field Technician
- ACI Concrete Strength Testing Technician
- City of San Diego Special Inspector
- OSHA 10-Hour Construction Safety Course
- First Aid/CPR/AED & Bloodborne Pathogens



GEOCON

City of Garden Grove
On-Call Geotechnical Services

ERIK BEZANSON

SPECIAL INSPECTOR



Mr. Bezanson has 17 years of experience with laboratory and field inspection and testing of soils and construction materials. His experience includes observations and testing of building pads, roads, commercial buildings, public works and utility trenches, and concrete batch plant inspection. Mr. Bezanson is trained in performance of Quality Control in a Construction Material Testing Laboratory including performing and supervising performance in sieve analysis, proctors, soil ring density and moisture content, sand equivalent, soil shear testing

and specific gravity of aggregates. Laboratory testing abilities also include compressive strength testing of concrete, mortar, grout, shotcrete, and masonry pavers. He is experienced with in-place density testing of soil utilizing sand cone and nuclear gauge test methods, performing field, testing of concrete placement, including slump, temperature, air, content and molding compressive strength specimens. His recent experience includes:

COUNTY OF ORANGE, OC JUVENILE HALL MULTIPURPOSE REHABILITATION CENTER (MRC), ORANGE, CALIFORNIA

Geocon provided geotechnical, special inspection, and testing and observation services for the Orange County Juvenile Hall during grading and construction of a new multipurpose Rehabilitation Center. The project consists of a Concrete Masonry Unit (CMU) Multipurpose/ Rehabilitation building, a parking area, a fire department access lane, and CMU security perimeter fence. The project provides the youth it houses with a space that offers leisure and structured activities, counseling and mental health care, and other care services. Mr. Bezanson provided welding shop inspection during construction.

CITY OF NEWPORT BEACH, FIRE STATION NO. 2 REPLACEMENT, NEWPORT BEACH, CALIFORNIA

The City of Newport Beach is replacing the Lido Fire Station No. 2 on 32nd Street — built in 1953 — and replacing it with a new structure on the corner of 28th Street and Newport Boulevard. The new location is larger and will provide better access to more residential areas than the old station. Mr. Bezanson provided shop welding inspection and welding inspections during construction.

CITY OF NEWPORT BEACH, BALBOA BOULEVARD MEDIAN WIDENING AND IMPROVEMENTS, NEWPORT BEACH, CALIFORNIA

Geocon performed geotechnical testing and observation services during the Balboa Boulevard Median Widening and Improvements project. The project consisted of removal of existing roadway; installation of concrete medians, curb and gutter, asphalt concrete, lighting, landscaping, and stormwater irrigation; and slurry sealing. Mr. Bezanson performed testing and observation services during placement of subgrade, base, and asphalt concrete.

CITY OF HESPERIA, CDBG STREET REHABILITATION - FY 2016/2017, HESPERIA, CALIFORNIA

Geocon was selected to provide on-call materials testing and inspections services for this major city streets improvement project. Mr. Bezanson served as the lead inspector for this project. His responsibilities included: geotechnical observation and testing on a full-time basis during pavement rehabilitation of city streets, which also included Full Depth Reclamation (FDR) process and paving of the new asphalt concrete surface. The project involved approximately 43,500 square yards of FDR and 8,570 tons of asphalt concrete. Observed and tested the concrete treatment of 7,200 feet of Santa Fe Avenue to mitigate yielding subgrade.

EXPERIENCE

17 years

EDUCATION

- California State University, Fullerton, Geology

CERTIFICATIONS

- ICC California Commercial Building Inspector
- ICC Structural Masonry Special Inspector
- ICC Soils Special Inspector
- ICC Reinforced Concrete
- ICC Spray Applied Fireproofing Special Inspector
- L.A. County Concrete Special Inspector
- ACI Field Technician – Grade I
- Nuclear Density Gauge
- CA Office of Emergency Services S.A.P. Evaluator



GEOCON

City of Garden Grove
On-Call Geotechnical Services

RAZMIK DAVIDIAN

SPECIAL INSPECTOR



Mr. Davidian has over 30 years of experience performing construction inspection services throughout the greater Los Angeles area. His experience includes numerous large-scale private developments, educational institutions, medical facilities, and various public works projects. Mr. Davidian prides himself on his strong work ethic and his ability to work as an extension of our clients' staff. He is responsive and provides effective testing and inspection services by working with clients to make sure the required testing and inspections are performed as efficiently as possible.

He is a primary inspector and is capable of providing complete and comprehensive inspection and testing services for entire projects. His relevant experience includes:

CITY OF NEWPORT BEACH, FIRE STATION NO. 2 REPLACEMENT, NEWPORT BEACH, CALIFORNIA

The City of Newport Beach is replacing the Lido Fire Station No. 2 on 32nd Street — built in 1953 — and replacing it with a new structure on the corner of 28th Street and Newport Boulevard. The new location is larger and will provide better access to more residential areas than the old station. Mr. Davidian provided welding inspection during construction.

CITY OF PASADENA DEPARTMENT OF PUBLIC WORKS, ON-CALL SOILS & MATERIALS TESTING SERVICES CONTRACT, PASADENA, CALIFORNIA

Mr. Davidian served as special inspector for projects on the City of Pasadena Department of Public Works On-Call Geotechnical Engineering, Materials Testing, and Inspection Services contract. Geocon has provided services on Arroyo/Rose Bowl Drive, Preventative Maintenance of Streets, Green Street and Fair Oaks Avenue, Arroyo and Linda Vista, La Pintoresca Library, roadwork on Walnut Street between Daisy and Sunnyslope, East Side Storm Drain from Belvidere to Mountain Street, roadwork on the corner of Fair Oaks and California, slope failure at 1175 North Arroyo Boulevard, and a storm drain break at East Del Mar Boulevard west of Allen Avenue.

CITY OF THOUSAND OAKS, HAIGH ROAD STORM DRAIN IMPROVEMENTS, THOUSAND OAKS, CALIFORNIA

Mr. Davidian served as special inspector throughout the duration of construction for the Haigh Road Drainage Improvement Project. Geocon's scope of services included soils testing of the installation of 60" RCP, backfill testing under AC paving, junction structure concrete testing, laboratory testing of soils, and laboratory testing of sampled concrete.

CITY OF PASADENA, HOLLY STREET IMPROVEMENTS (ARROYO & LINDA VISTA), PASADENA, CALIFORNIA

Mr. Davidian provided inspection and testing services during testing and observation services Geocon provided during the backfill of retaining walls and grading of subgrade on south bound Holly Street. Our scope of services included: observation of the grading operation, including the excavation of existing fill and surficial native soils; inspection and approval of excavation bottoms prior to placement and compaction of engineered fill material; in-place density testing on earth materials placed and compacted; laboratory testing to aid in evaluating the compaction characteristics of soil types used for fill; and preparation of a site plan and final compaction report.

EXPERIENCE

30 years

CERTIFICATIONS

- ICC Commercial Building
- ICC Commercial Mechanical
- ICC Commercial Plumbing
- ICC Reinforced Concrete
- ICC Pre-Stressed Concrete
- ICC Special Soils
- ICC Structural Steel & Bolting
- ICC Structural Welding
- ICC Spray-Applied Fireproofing
- ICC Structural Masonry
- LA City Grading
- LA City Concrete Construction
- LA City Masonry Construction
- LA City Wood Construction
- LA City Drilled-In-Anchors
- LA City Structural Steel & Welding
- LA City Gunite/Shotcrete
- AWS Certified Welding Inspector
- City of Santa Monica Inspector
- Class B- CA General Building Contractor



GEOCON

City of Garden Grove
On-Call Geotechnical Services

TYLER KLINGENBERG

SPECIAL INSPECTOR

Mr. Klingenberg has more than 10 years of experience performing materials testing and special inspection services throughout the Orange County and Los Angeles areas on a variety of public and private sector projects, including schools, hospitals, roads, commercial buildings, and residential buildings. As an Inspector, Mr. Klingenberg is responsible for performing materials testing and inspection services for reinforced and post-tensioned concrete, wood and masonry construction, spray-applied fireproofing, structural steel and bolting, epoxy anchors, and rebar. Recent experience includes:

CITY OF GARDEN GROVE, ACACIA AVENUE-JOSEPHINE STREET STORM DRAIN, GARDEN GROVE, CALIFORNIA

Geocon performed utility potholing services on Acacia Avenue and Josephine Street with the goal to fill the cracks and separations of asphaltic pavement for the street improvement project in the City of Garden Grove. We exposed utilities along the alignment of the proposed storm drain line, backfilled the excavations with soils, and restored the ground with asphalt/concrete patches. Geocon matched the existing AC thickness to that of surrounding streets upon completion of the storm drain. As an inspector, Mr. Klingenberg performed density testing of subgrade, base, and asphalt concrete; observation of subgrade stabilization; density testing of storm drain trenches and during backfill.

CITY OF NEWPORT BEACH DEPARTMENT OF PUBLIC WORKS, ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING, & INSPECTION SERVICES CONTRACT, NEWPORT BEACH, CALIFORNIA

Geocon currently provides geotechnical, materials testing and inspection services for the City of Newport Beach. Investigations for pavement restoration projects and miscellaneous public improvement repairs were completed and geotechnical and materials inspection and testing services were provided for asphalt pavement and concrete placement. Mr. Klingenberg performed special inspection services for the Concrete Alley and Street Replacement project for the City of Newport Beach.

CITY OF NEWPORT BEACH, FIRE STATION NO.2 REPLACEMENT, NEWPORT BEACH, CALIFORNIA

Geocon is currently providing testing and observation services during the grading for the replacement of Fire Station No. 2 in the City of Newport Beach, California. Mr. Klingenberg is performing as Geocon's primary inspector and has provided client meeting coordination; sample importing; and testing and observation during the placement of subgrade, base, and asphalt concrete.

CITY OF NEWPORT BEACH, OCEAN BOULEVARD SIDEWALK, NEWPORT BEACH, CALIFORNIA

Geocon performed testing and observation services for the Ocean Boulevard Sidewalk Improvements project. The project consists of a sidewalk to be installed along the south side of Ocean Boulevard from Dahlia Avenue to Fernleaf Avenue. The project provides for pedestrian safety and American with Disabilities Act (ADA) compliance. Mr. Klingenberg performed testing and observation during placement of subgrade, base, and asphalt concrete.

CITY OF PASADENA, VICTORY PARK, PASADENA, CALIFORNIA

Geocon performed testing and observation services during the Victory Park Restroom project. The existing restroom will be demolished and replaced with a larger facility that will include a storage room for Park staff. The existing restrooms had deteriorated and become difficult to maintain. Mr. Klingenberg performed inspection and stressing of epoxy anchors and rebar.

EXPERIENCE

10 years

CERTIFICATIONS

- ICC Reinforced Concrete
- ICC Soils
- ICC Masonry
- ICC Structural Steel & Bolting
- ACI Concrete Field-Testing Technician Grade 1
- HAZMAT
- Nuclear Gauge Safety



REFERENCES





RELEVANT EXPERIENCE



GEOCON

City of Garden Grove
On-Call Geotechnical Services

RELEVANT EXPERIENCE

CITY OF GARDEN GROVE – ON-CALL GEOTECHNICAL SERVICES

GARDEN GROVE, CALIFORNIA



REFERENCE

City of Garden Grove
11222 Acacia Parkway,
P.O. Box 3070
Garden Grove, California 92842

Mr. Mark Uphus,
Senior Civil Engineer
(714) 638-7950
marku@ci.garden-grove.ca.us

KEY PERSONNEL

Jelisa Thomas Adams, GE
John Stapleton, EIT

PROJECT DURATION

May 2020-Ongoing

GEOCON FEE

\$145,000+ to date

VARIOUS STREETS AND STORM DRAIN IMPROVEMENTS

Geocon performed a limited geotechnical investigation as part of the Acacia-Josephine Storm Drain Project for our on-call contract with the City of Garden Grove. The project was to improve the street pavement, which had rutting and cracks, as well as adding a storm drain to improve poor drainage conditions. The planned rehabilitation is meant to extend the roadway to meet a 20-year design life. During the investigation we performed a site reconnaissance, a visual evaluation of the existing pavement conditions, coring of the existing pavement, advancing borings, sampling the subgrade soils and groundwater, laboratory testing, and engineering analysis. Geocon found that the roadways showed signs of moderate to severe distress, potholes, and raveling. Our reconnaissance observed streets that had ponded water, likely due to poor drainage. Geocon's opinion was that the construction of the proposed improvements could be performed provided their recommendations were followed and implemented during construction.

VARIOUS RESIDENTIAL AND ARTERIAL STREETS IMPROVEMENTS PROJECTS

Geocon provided testing and observation services during the street improvement project in the City of Garden Grove. The project would result in an improved roadway surface and minimize maintenance efforts. The purpose of the testing and observations was to determine that the specifications required for the project were met. We performed in-place density tests, laboratory tests, and prepared a report summarizing our testing and observation findings. Geocon concluded that the preparation of the paving subgrade soils, and the placement of engineered materials had been performed in substantial conformance with the requirements of the City of Garden Grove and the project plans.

UTILITY POTHOLING

Geocon performed potholing services for the Acacia-Josephine Storm Drain project in the City of Garden Grove. The purpose of the work was to obtain the size and type of pipe, measure the depth of cover from finished grade to the top of pipe; and measure horizontal control from centerline of the streets. After the utilities were exposed and the desired measurements obtained the surface was restored with asphalt or concrete.



GEOCON

City of Garden Grove
On-Call Geotechnical Services

CITY OF NEWPORT BEACH – ON-CALL GEOTECHNICAL AND MATERIALS TESTING SERVICES

NEWPORT BEACH, CALIFORNIA

Geocon is currently contracted with the City of Newport Beach to perform on-call geotechnical engineering and materials testing services. Over the course of this contract, Geocon has provided nearly \$ 98 thousand in geotechnical and materials testing services over the course of nine projects authorized in the last year. Our services include geotechnical observation and field testing, compaction testing, and geotechnical investigations and studies. Some of these projects are summarized as follows:

- **Newport Centre Fire Station**
- **Annual Concrete Replacement Program**
- Marguerite & Hospital Pavement Study
- Arterial Highway Pavement Repair
- Balboa Island Coving
- Transfer Station Rehabilitation
- Jamboree Rd. Slough Wall
- Newport Elementary Playfield
- **Annual Slurry Seal Repair Program**
- Storm Drain Repair/Rehabilitation

REFERENCE

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

Mr. Andy Tran, PE
Senior Civil Engineer
(949) 644-3315
atran@newportbeachca.gov

KEY PERSONNEL

Jelisa Thomas Adams, GE
John Stapleton, EIT
Sergio Ingco

PROJECT DURATION

2016-Present

GEOCON FEE

\$202,000+ to date

NEWPORT CENTRE FIRE STATION, NEWPORT BEACH, CALIFORNIA

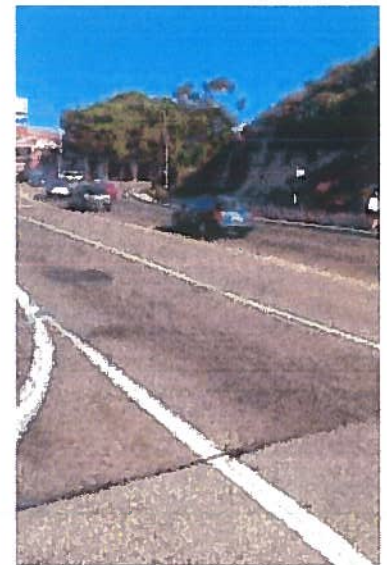
Through our on-call contract, Geocon conducted a limited geotechnical investigation for the proposed addition to the existing fire station structure for the City of Newport Beach. The scope of the investigation included a site reconnaissance, field exploration, laboratory testing, engineering analysis, and the preparation of a final report. The proposed project consisted of a new 414 square foot building addition constructed adjacent to the existing structure. The existing structure is supported on belled caissons which extend approximately 10 feet below the slab-on-grade of the existing structure. Geocon made design recommendations for the end-bearing caissons, concrete slabs-on-grade, preliminary pavement recommendations, temporary excavations, and surface drainage.

ANNUAL SLURRY SEAL REPAIR PROGRAM

Geocon provided as-needed special inspection and testing services during construction of the Slurry Seal Program project in the City of Newport Beach, California. The repair program consisted of placing 3,600,000 square feet of Type 1 Slurry Seal throughout the City of Newport Beach. Samples of the slurry emulsion and aggregate were taken prior to the start of the roadway sealing testing and consisted of collecting two samples per truck per day. All samples were tested for Wet Track Abrasion, Slurry Emulsion Oil Content, and Slurry Aggregate Gradation.

ANNUAL CONCRETE REPLACEMENT PROGRAM

Through our on-call contract, Geocon provided testing and inspection services for the Annual Concrete Replacement Program for the City of Newport Beach. The project consisted of the removal and replacement of sidewalk, curb and gutter, and driveway entries at various locations. The project predominantly consisted of unreinforced concrete; however, select areas required reinforcing, which Geocon also provided inspection. Our services included collection of concrete samples, observation of rebar placement, and compressive strength laboratory testing.





GEOCON

City of Garden Grove
On-Call Geotechnical Services

CITY OF ANAHEIM, CONSTRUCTION SERVICES DEPARTMENT
ON-CALL MATERIALS TESTING, DEPUTY INSPECTION, & ENVIRONMENTAL ENGINEERING
ANAHEIM, CALIFORNIA



Geocon is currently contracted with the City of Anaheim to provide materials testing, geotechnical engineering including analysis and testing, environmental assessments, and review of environmental reports. Some of the projects we have performed services on for the City are as follows:

RESIDENTIAL STREET IMPROVEMENT PROJECT, WILLOWBROOK AND RIVERDALE, GROUP 1

Geocon is currently providing as-needed geotechnical, material testing, and inspection services during construction of pavement improvements in the Willowbrook and Riverdale neighborhoods in Anaheim. The project entails approximately 1,312,000 square feet of grind and overlay and 1,035,000 square feet of slurry seal. Work which requires geotechnical and materials testing and inspection services for the project includes Asphalt Concrete (AC) materials sampling and laboratory testing; batch plant inspection; AC materials / compaction testing; providing proactive feedback to the City Project Manager and Contractor to identify areas that may affect the paving operation and recommend alternatives to avoid potential delays; and maintaining effective records of communication and material testing reports.

MISCELLANEOUS WATER VAULTS

Geocon is currently providing as-needed geotechnical and material testing and inspection services during the Miscellaneous Water Vaults 10, 29, 49, & 94 (RCP 2020-17927) and 26, 33, and 55 (RCP 2021-18474) capital improvement projects. The projects generally consist of the rehabilitation and/or abandonment of seven total miscellaneous water vaults located in the City of Anaheim. The scope of work consists of soils / aggregate inspection and compaction testing; asphalt concrete (AC) inspection, compaction testing, and sampling; and structural or non-structural concrete observation and strength testing. Work which requires geotechnical and materials and testing and inspection services are anticipated to include observation of trench and excavation bottoms; observation and field and laboratory testing of soil and aggregate material, asphalt concrete, structural and non-structural concrete for pipe and elbow supports, and curb and gutter; providing proactive feedback to the City Project Manager and Contractor to identify areas that may affect the paving operation and recommend alternatives to avoid potential delays; and maintaining effective records of communication and material testing reports.

REFERENCE

City of Anaheim
200 S. Anaheim Blvd., Suite 276
Anaheim, CA 92805

Lorenzo Rea, Project Manager
(714) 765-6893
lrea@anaheim.net

KEY PERSONNEL

Jelisa Thomas Adams, GE

CONTRACT DURATION

May 2022 – Present

GEOCON FEE

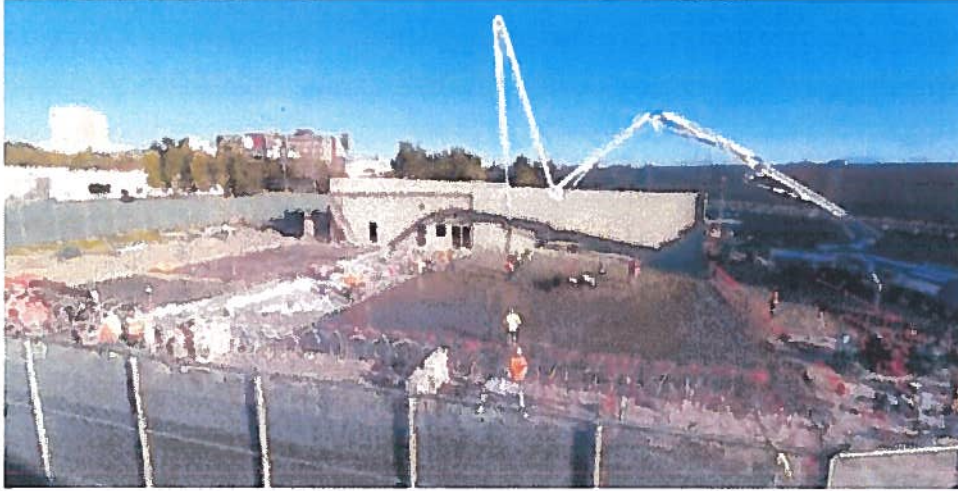
\$89,120



GEOCON

ORANGE COUNTY DEPARTMENT OF PUBLIC WORKS JUVENILE HALL MULTIPURPOSE REHABILITATION CENTER

ORANGE, CALIFORNIA



Geocon provided geotechnical, special inspection, and testing and observation services for Orange County's Department of Public Works new Juvenile Hall during grading and construction of a new multipurpose Rehabilitation Center. The project was funded by the Capital Improvements Project Program from the General Fund Reserves set-aside for the Probation Department. This project was part of a \$15.4 million dollar budget.

The project location was previously occupied by a baseball field. The proposed project will consist of a Concrete Masonry Unit (CMU) Multipurpose/Rehabilitation building, a parking area, a fire department access lane, and CMU security perimeter fence. The building will hold two classrooms, one visitor room, two program rooms, an indoor gymnasium, outdoor hand ball courts, a fitness center, restrooms, a visitor child play area, sally port, control room, search rooms, a kitchen, staff station, storage rooms, mechanical/electrical/janitor rooms, and a lobby. The proposed project will provide the youth it houses with a space that offers leisure and structured activities, counseling and mental health care, and other care services to change and improve their future.

The project included challenging geotechnical conditions including soft, saturated shallow soils that are prone to excessive settlements under the application of building loads, as well as deeper soils that are susceptible to liquefaction under seismic loading. Based on these conditions, it was determined that the most efficient foundation system consists of a concrete mat foundation system deriving support in a blanket of engineered fill reinforced with geosynthetic materials spaced at approximately 18-inch intervals vertically. The geosynthetic reinforced engineered fill layer provides a flexible substratum which will reduce the propagation of settlements due to the underlying compressible soils and liquefiable soils to the foundation level.

City of Garden Grove
On-Call Geotechnical Services

REFERENCE

Orange County, Department of Public Works
c/o Kitchell CEM, Inc
701 S Mt. Vernon Avenue,
San Bernardino, CA 92410

Jeremy Judd,
Senior Project Manager
(909) 889-9952
jjudd@kitchell.com

KEY PERSONNEL

Jelisa Thomas Adams, GE
Neal Berliner, GE
John Stapleton, EIT
Alex Do
Sergio Ingco
Phillip Stephens

PROJECT DURATION

January 2020 – November 2022

GEOCON FEE

\$414,000

CONSTRUCTION VALUE

\$11.5M





GEOCON

City of Garden Grove
On-Call Geotechnical Services

CITY OF SAN JUAN CAPISTRANO

ON-CALL GEOTECHNICAL REVIEW/DESIGN AND MATERIALS TESTING SERVICES

SAN JUAN CAPISTRANO, CALIFORNIA



REFERENCE

City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675

Ms. Madison LaScaza, Planning
and Engineering Technician
(949) 443-6356
mlascalza@sanjuancapistrano.org

KEY PERSONNEL

Jelisa Thomas Adams, GE
Susan Kirkgard, CEG
Petrina Zen, PE

PROJECT DURATION

January 2020 - Ongoing

GEOCON FEE

\$18,640+ to date

Geocon currently holds a two-year on-call contract with the City of San Juan Capistrano for Geotechnical Review/Design and Materials Testing Services. Some of the projects we have provided services on are as follows:

GEOTECHNICAL THIRD-PARTY REVIEW FOR COMPASS ENERGY STORAGE

At the request of the City of San Juan Capistrano, Geocon completed a third-party review of the Geotechnical Investigation Report for the proposed Compass Energy Storage project. The project consists of a battery storage yard, a project substation, an SDG&E interconnection switchyard, and a high voltage transmission line. With the exception of the transmission line, the proposed improvements will be located on 15.5 acres of a larger 58-acre parcel within the City of San Juan Capistrano. The project geotechnical challenges included areas mapped as having the potential for seismic slope instability, liquefiable materials, and proximity to an existing creek.

GEOTECHNICAL THIRD-PARTY REVIEW FOR PROPOSED NEW RESIDENCE

Geocon has completed multiple third-party reviews of Geotechnical Reports prepared for proposed single-family residences on behalf of the City of San Juan Capistrano from a geotechnical perspective for compliance with applicable codes, guidelines, and standards of practice. Projects have ranged from relatively simple vacant lots with favorable geologic conditions to proposed hillside construction of undeveloped land with adversely oriented bedrock structure which requires slope stability analyses.

GEOTECHNICAL THIRD-PARTY REVIEW FOR PROPOSED APARTMENT UNITS

At the request of the City of San Juan Capistrano, Geocon completed a third-party review of a Geotechnical Investigation for two new apartment units and the addition of a second story to an existing unit. Geocon completed this review on behalf of the City of San Juan Capistrano from a geotechnical perspective for compliance with applicable codes, guidelines, and standards of practice.



GEOCON

City of Garden Grove
On-Call Geotechnical Services**LIST OF CURRENT ON-CALL CONTRACTS**

Geocon has performed on-call geotechnical engineering and materials testing services for numerous municipalities, State agencies, water districts, and school districts within the past five years. A list of **current on-call contracts** Geocon holds with public agencies in Southern California is provided below.

AGENCY	CONTRACT	DURATION
City of Garden Grove	On-Call Geotechnical Engineering Services	2020 – Present
City of Newport Beach	On-Call Geotechnical & Material Testing Services	2016 – Present
City of Anaheim, Construction Services Department	On-Call Materials Testing, Deputy Inspection, 2022 – Present & Environmental Engineering	
City of San Juan Capistrano	On-Call Geotechnical Review/Design and Materials Testing Services	2020 – Present
County of Orange, Department of Public Works	On-Call Construction Testing & Inspection Services	2022 – Present
Orange County Fire Authority	Geotechnical Professional Services	2019 – Present
County of Los Angeles Department of Public Works	As-Needed Geotechnical Engineering, Materials Testing & Inspection Services	2007 – Present
City of Los Angeles Bureau of Engineering	On-Call Geotechnical & Environmental Consultants List	2012 – Present
City of Pasadena	On-Call Soils & Materials Testing Services	2013 – Present
County of San Bernardino Department of Public Works	On-Call Materials Testing, Geotechnical & Geological Services PWG115-LANDD-1510	2015 – Present
Riverside County Flood Control & Water Conservation District	On-Call Geotechnical Engineering & Professional Ancillary Services	2013 – Present
City of San Diego	As-Needed Geotechnical Services	2010 – Present
City of Hesperia	On-Call Geotechnical Engineering and Materials Testing Services	2016 – Present
City of Moreno Valley	Materials Testing & Geotechnical Services	2016 – Present
City of Murrieta	On-Call Geotechnical Services	2012 – Present
City of Temecula	Geotechnical & Materials Testing Services	2015 – Present
City of Rancho Mirage	On-Call Materials Testing	2016 – Present
City of Indio	On-Call Materials Testing	2014 – Present
Padre Dam Municipal Water District	As-Needed Geotechnical Engineering Services	2011 – Present
Los Angeles Unified School District	As-Needed Geotechnical Design & Geotechnical Inspection & Testing Services	2005 – Present
University of California, Los Angeles	As-Needed Geotechnical Design & Geotechnical Inspection & Testing Services	2014 – Present
State of California Department of General Services	As-Needed Geotechnical Engineering Services, Southern Region	2005 – Present



REFERENCES

References which whom the City may contact are provided below:

City of Newport Beach

Andy Tran, PE, Senior Civil Engineer
(949) 644-3315 | atran@newportbeachca.gov
100 Civic Center Drive,
Newport Beach, CA 92660

PROJECT: *On-Call Geotechnical & Materials Testing Services*

City of San Juan Capistrano

Jeremy Hohnbaum, Senior Civil Engineer
(949) 449-1190 | JHohnbaum@sanjuancapistrano.org
30448 Rancho Viejo Road,
San Juan Capistrano, CA 92675

PROJECT: *On-Call Geotechnical Review / Design and Materials Testing Services*

City of Hesperia

David Burkett, Project Construction Manager
(760) 947-1202 | dburkett@cityofhesperia.us
9700 Seventh Ave,
Hesperia, CA 92345

PROJECT: *On-Call Geotechnical Engineering and Materials Testing Service*

Los Angeles County, Department of Public Works

Dennis Simonian, Senior Capital Project Manager
(626) 300-3267 | dsimonian@dpw.lacounty.gov
900 S. Fremont Avenue,
Alhambra, CA 91803

PROJECT: *On-Call Geotechnical Engineering, Materials Testing, and Inspection Services*

County of San Bernardino, Department of Public Works

Johnny D. Gayman, PE, Supervising Engineer
(909) 663-7599 | JD.Gayman@dpw.sbcounty.gov
825 East Third Street,
San Bernardino, CA 92415

PROJECT: *On-Call Materials Testing, Geotechnical & Geological Services*

City of Anaheim, Construction Services Department

Lorenzo Rea, Project Manager
(714) 765-6893 | lrea@anaheim.net
200 S. Anaheim Blvd., Suite 276,
Anaheim, CA 92805

PROJECT: *On-Call Materials Testing, Deputy Inspection, & Environmental Engineering*

City of Pasadena, Department of Public Works

Hayden Melbourn, PE, Principal Engineer
(626) 744-7345 |
hmelbourn@cityofpasadena.net1149
100 North Garfield Avenue,
Pasadena, CA 91101

PROJECT: *On-Call Soils and Materials Testing*

City of Los Angeles, Bureau of Engineering

Easton Forcier, Project Manager
(213) 847-0476 | easton.forcier@lacity.org
1149 S. Broadway, Suite 700,
Los Angeles, CA 90015

PROJECT: *Geotechnical and Environmental Consultant List*

City of Simi Valley & Ventura County Waterworks District No. 8

Sarah Sheshebor, Senior Engineer
(805) 583-6792 | sshesheb@simivalley.org
2929 Tapo Canyon Road,
Simi Valley, CA 93063

PROJECT: *On-Call Pavement Engineering and Materials Testing Services*

County of San Bernardino Real Estate Services, Project Management Division

Dorney Chamberlain, Project Manager
(909) 387-5000 | Chamberlain@ae.sbcounty.gov
385 North Arrowhead Avenue, Third Floor,
San Bernardino, CA 92415-0180

PROJECT: *On-Call Consultant Agreement for Architectural, Engineering, and Construction Related Services (Environmental Testing)*



APPENDIX





EXCEPTIONS TO SAMPLE AGREEMENT



APPENDIX

EXCEPTIONS TO SAMPLE AGREEMENT

4. Insurance Requirements.

4.3 Insurance Amounts. CONSULTANT shall maintain the following insurance for the duration of this Agreement:

- c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM 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 by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, ongoing and completed operations, for the policy under Section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT 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, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT 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, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT'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.~~

19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to ~~protect, defend, indemnify~~ (including reimbursement of reasonable defense costs) 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 reasonable 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 performance of services hereunder to the extent caused by the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S ~~agents,~~ officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to ~~protect, defend, indemnify~~ 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. To the extent services hereunder are covered by Civil Code section 2782.8, in no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate share of fault.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **ASSOCIATED SOILS ENGINEERING, INC.**, 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 Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to Provide On-Call Geotechnical Services.
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 initial term of the agreement shall be from full execution through June 30, 2026, or until compensation reaches the not to exceed amount, or sooner terminated per sections 3.4.
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 FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00), with two, one-year options at ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) per year, 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).

- 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. 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.

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 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.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 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.

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, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's 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.
7. **Independent Contractor.** It is agreed to 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.
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. **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)
Associated Soils Engineering, Inc.
Attention: Ted Ridell
2860 Walnut Avenue
Signal Hill, CA 90755
 - b. Mark Uphus
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
 - (with a copy to):
Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840
10. **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.
11. **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.
12. **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.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **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.

15. **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.
16. **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 sole 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.

17. **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.

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(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"

**ASSOCIATED SOILS
ENGINEERING, INC.**

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **GMU GEOTECHNICAL SERVICES, INC.**, 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 Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to Provide On-Call Geotechnical Services.
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 initial term of the agreement shall be from full execution through June 30, 2026, or until compensation reaches the not to exceed amount, or sooner terminated per sections 3.4.
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.
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- 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.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 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.

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.

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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.
7. **Independent Contractor.** It is agreed to 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.
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. **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)
GMU Geotechnical Services, Inc.
Attention: Roger Schlierkamp
23241 Arroyo Vista
Rancho Santa Margarita, CA 92626
 - b. Mark Uphus (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
10. **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.
11. **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.
12. **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.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **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.

15. **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.
16. **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 sole 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.

17. **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.

\\ \\ \\

(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"
GMU GEOTECHNICAL SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **GEOCON WEST, INC.**, 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 Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to Provide On-Call Geotechnical Services.
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 initial term of the agreement shall be from full execution through June 30, 2026, or until compensation reaches the not to exceed amount, or sooner terminated per sections 3.4.
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 FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00), with two, one-year options at ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) per year, , 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).

- 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. 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.

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 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.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 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.

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, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's 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.
7. **Independent Contractor.** It is agreed to 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.
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. **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)
Geocon West, Inc.
Attention: Jelisa Thomas Adams
25520 Rockfield Boulevard, Suite J
Irvine, CA 92618
 - b. Mark Uphus
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
 - (with a copy to):
Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840
10. **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.
11. **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.
12. **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.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **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.

15. **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.
16. **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 sole 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.

17. **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.

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(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"
GEOCON WEST, INC.

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

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