

APPROVAL OF CONTRACT WITH WILLIAMS & MAHER, INC. FOR ELECTRICAL SERVICES FOR THE WATERPARK PROJECT

September 25, 2013

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Project site, AT&T is requiring that new conduit and terminal box be installed on the back wall of the building on 12571 Harbor Boulevard, Garden Grove.

Staff has obtained three bids to perform said work. Below is a summary:

Bidder's Name	Total Bid
1. Williams & Maher, Inc.	\$8,343.95
2. Continental Electric Systems, Inc.	\$9,800.00
3. Garden Grove Electric, Inc.	\$15,500.00

The lowest responsible bidder is Williams and Maher with a total bid of \$8,343.95. The licenses of the contractor have been reviewed and verified by staff.

On September 24, 2013, the Successor Agency approved the contract with Williams and Maher, Inc., and transmitted the request to enter into the contract to the Oversight Board for approval.

FINANCIAL IMPACT

The cost for the work will be paid from Successor Agency funds.

RECOMMENDATION

Staff recommends that the Oversight Board:

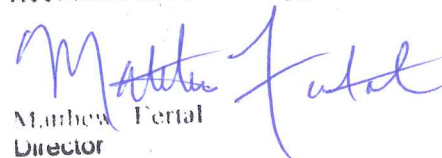
- Adopt the attached resolution approving the contract with Williams and Maher Inc., and
- Authorize the Director to transmit the contract to the State of California Department of Finance.


WILLIAM E. MURRAY
Director of Public Works

By: Carlos Marquez
Senior Real Property Agent

Attachment 1: Resolution
Attachment 2: Contract

Recommended for Approval


Matthew Ferial
Director

OVERSIGHT BOARD

RESOLUTION NO.

A RESOLUTION OF THE OVERSIGHT BOARD OF THE CITY OF GARDEN GROVE AS SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT APPROVING AND RATIFYING THE APPROVAL BY THE SUCCESSOR AGENCY OF A CONTRACT WITH WILLIAMS & MAHER, INC., FOR ELECTRICAL SERVICES FOR THE WATERPARK PROJECT AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Garden Grove Agency for Community Development, ("Agency") a redevelopment agency formerly existing under Chapter 2 of the Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*), acquired certain real property located at 12601 Leda Lane, 12602 Leda Lane, 12581 Harbor Boulevard, 12591 Harbor Boulevard, 12625 Harbor Boulevard, and 12721 Harbor Boulevard, located in the city of Garden Grove, (the "Property") for redevelopment purposes;

WHEREAS, the Agency and Garden Grove MXD, LLC, a Colorado corporation ("Developer"), entered into a Disposition and Development Agreement on May 12, 2009 and a subsequent First Amended and Restated Disposition and Development Agreement on April 13, 2010 (together, "DDA") establishing the terms and conditions for the disposition of the Property to the Developer and the development of a water park hotel project ("Project");

WHEREAS, pursuant to ABX1-26 and the State of California Supreme Court decision in *California Redevelopment Association vs. Matosantos*, redevelopment agencies in California, including the Agency, were dissolved as of February 1, 2012;

WHEREAS, pursuant to the provisions of ABX1-26, including but not limited to Health and Safety Code Section 34173, the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development ("Successor Agency") is the successor entity to the Agency;

WHEREAS, on February 6, 2013, the State of California Department of Finance provided written confirmation to the Successor Agency of its final and conclusive determination that the DDA is an enforceable obligation pursuant to Health and Safety Code Section 34177.5(i);

WHEREAS, pursuant to Sections 301.2 and Exhibit C entitled "Scope of Development" of the DDA, the Successor Agency is responsible for the vacation or abandonment of all existing utilities on the Project site that would interfere with the proposed development;

WHEREAS, there is one utility pole located on the northernmost property line of the Project site that needs to be removed to provide space for the construction of a block wall as part of the Project. A terminal box along with conduit is mounted on

the utility pole, which distributes telephone and internet service to the adjacent property located at 12571 Harbor Boulevard;

WHEREAS, AT&T, as the owner of the utility pole is requiring that new conduit and terminal box be installed on the back wall of the building on the adjacent property, prior to the relocation of telecommunication facilities and the removal of the utility pole;

WHEREAS, the Successor Agency desires to utilize the services of Williams & Maher, Inc., to furnish all labor, materials, and equipment to install conduit, terminal box, and relocate telecommunication facilities pursuant to the DDA; and

WHEREAS, the Successor Agency is authorized to enter into this Agreement pursuant to ABX1-26 and Successor Agency Resolution No. 1-12, adopted February 14, 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE OVERSIGHT BOARD OF THE CITY OF GARDEN GROVE AS SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT:

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. The Oversight Board hereby re-affirms that the DDA is an "enforceable obligation" within the meaning of Health and Safety Code Sections 34167(d)(5) and 34171(d)(1)(E).

Section 3. The Oversight Board hereby approves the contract with Williams & Maher, Inc., for the installation of conduit, terminal box, and the relocation of telecommunication facilities pursuant to Sections 301.2 and Exhibit C entitled "Scope of Development" of the DDA.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The Secretary on behalf of the Oversight Board shall certify to the adoption of this Resolution.

CONSTRUCTION CONTRACT

THIS AGREEMENT is made this 8th day of July, 2013, by the CITY OF GARDEN GROVE AS SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT ("SUCCESSOR AGENCY"), and WILLIAMS AND MAHER, INC., a corporation, here in after referred to as "CONTRACTOR".

RECITALS

- A. The Garden Grove Agency for Community Development, ("Agency") a redevelopment agency formerly existing under Chapter 2 of the Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*), acquired certain real property located at 12601 Leda Lane, 12602 Leda Lane, 12581 Harbor Boulevard, 12591 Harbor Boulevard, 12625 Harbor Boulevard, and 12721 Harbor Boulevard, located in the City of Garden Grove, (the "Property") for redevelopment purposes.
- B. The Agency and Garden Grove MXD, LLC, a Colorado corporation ("Developer"), entered into a Disposition and Development Agreement on May 12, 2009 and a subsequent First Amended and Restated Disposition and Development Agreement on April 13, 2010 (together, "DDA") establishing the terms and conditions for the disposition of the Property to the Developer and the development of a water park hotel project.
- C. Pursuant to ABX1-26 and the State of California Supreme Court decision in *California Redevelopment Association vs. Matosantos*, redevelopment agencies in California, including the Agency, were dissolved as of February 1, 2012.
- D. Pursuant to the provisions of ABX1-26, including but not limited to Health and Safety Code Section 34173, the SUCCESSOR AGENCY is the successor entity to the Agency.
- E. On or about February 6, 2013, the State of California Department of Finance provided written confirmation to the Successor Agency of its final and conclusive determination that the DDA is an enforceable obligation pursuant to Health and Safety Code Section 34177.5(i).
- F. Pursuant to Sections 202 and 301.2(b) of the DDA, the Developer provided written notice to the SUCCESSOR AGENCY to remove certain easements from the Property title and utility poles from the Property, and SUCCESSOR AGENCY is obligated to do so pursuant to the DDA.
- G. The improvements for which SUCCESSOR AGENCY is responsible include the removal of an AT&T Inc. ("AT&T") utility pole, conduit, and facilities, located along the northernmost Property line, which currently provide fixed line and internet service to both the former Humdinger Bar building, located on the Property, as well as to the commercial building located at 12571 Harbor Boulevard, Garden Grove (the "Adjacent Property").
- H. In order to prevent interruption of telecommunication and internet service to the Adjacent Property due to removal of the AT&T utility pole on the Property, it is necessary for SUCCESSOR AGENCY to make certain related improvements to the Adjacent Property including installation of low voltage enclosure, and conduit to Adjacent Property.

- I. SUCCESSOR AGENCY desires to utilize the services of CONTRACTOR to furnish all labor, materials, and equipment to install telecommunication conduit including low voltage enclosure and conduit to across the Adjacent Property.
- J. SUCCESSOR AGENCY is authorized to enter into this Agreement pursuant to ABX1-26 and SUCCESSOR AGENCY Board Resolution No. 1-12, adopted February 14, 2012.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of this Agreement shall commence upon full execution of this Agreement and continue for period of **sixty (60) calendar days** from the date SUCCESSOR AGENCY provides CONTRACTOR with a written notice to proceed with the work or completion of the work, whichever occurs first. This Agreement may be terminated by the SUCCESSOR AGENCY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with the fee schedule ("Fee Schedule") as set forth in Attachment "A", attached hereto and incorporated herein by reference. Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal as set forth in Attachment "B", attached hereto and incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work. CONTRACTOR shall not commence any work until it receives a written notice to proceed from SUCCESSOR AGENCY.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Compensation under this agreement shall be the Not To Exceed (NTE) amount of **Eight Thousand Three Hundred Forty Three Dollars and Ninety Five Cents (\$8,343.95)**, in arrears and in accordance with proposal ("Proposal") in Attachment "B."
 - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by SUCCESSOR AGENCY will be required, and payment shall be based on schedule included in Fee Schedule (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 in accordance with the Proposal. These records will be made available at reasonable times to SUCCESSOR AGENCY.
 - 3.4 **Termination.** SUCCESSOR AGENCY 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 SUCCESSOR AGENCY, 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 SUCCESSOR AGENCY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the SUCCESSOR AGENCY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 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 \$2,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to SUCCESSOR AGENCY and have a Best's Guide Rating of A-Class VII or better, as approved by the SUCCESSOR AGENCY.
 - (b) Automobile liability in an amount of \$1,000,000.00 per occurrence. Insurance companies must be acceptable to SUCCESSOR AGENCY and have a Best's Guide Rating of A-Class VII or better, as approved by the SUCCESSOR AGENCY.
 - (c) Professional liability in an amount of \$1,000,000.00 per occurrence. Insurance companies must be acceptable to SUCCESSOR AGENCY and have a Best's Guide Rating of A-Class VII or better, as approved by the SUCCESSOR AGENCY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate the SUCCESSOR AGENCY, the City of Garden Grove ("CITY"), their 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 SUCCESSOR AGENCY and CITY proof of insurance and endorsement forms that conform to SUCCESSOR AGENCY'S and CITY's requirements, as approved by the SUCCESSOR AGENCY and CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate SUCCESSOR AGENCY, CITY, their 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 SUCCESSOR AGENCY, CITY, their officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the SUCCESSOR AGENCY'S, CITY, their officers, officials, employees, agents, and

volunteers shall be excess of the CONSTRUCTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the Successor Agency and City**. No official or employee of SUCCESSOR AGENCY and CITY shall be personally liable to CONTRACTOR in the event of any default or breach by SUCCESSOR AGENCY and 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 SUCCESSOR AGENCY or CITY, and shall obtain no rights to any benefits which accrue to SUCCESSOR AGENCY'S or 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.
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. TO CONTRACTOR:

Williams and Maher, Inc.
1406 S. Ritchey Street, Unit E
Santa Ana, CA 92705
 - b. TO SUCCESSOR AGENCY) (with a copy to):

City of Garden Grove as Successor
Agency to the Garden Grove Agency
For Community Development
Attention: Carlos Marquez
11222 Acacia Parkway
Garden Grove, CA 92840

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 SUCCESSOR AGENCY, it shall

immediately inform SUCCESSOR AGENCY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from SUCCESSOR AGENCY.

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 SUCCESSOR AGENCY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the SUCCESSOR AGENCY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of SUCCESSOR AGENCY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to SUCCESSOR AGENCY 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 SUCCESSOR AGENCY. All persons engaged in the work will be considered employees of CONTRACTOR. SUCCESSOR AGENCY 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. **Prevailing Wages.** The SUCCESSOR AGENCY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR shall be responsible for CONTRACTOR's compliance in all respects with the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. The SUCCESSOR AGENCY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.
17. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless SUCCESSOR AGENCY and CITY and their 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 damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless SUCCESSOR AGENCY and CITY, is due to the sole negligence of SUCCESSOR AGENCY and CITY, or any of their 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.
18. **Agreement Limitations.** CONTRACTOR understands and agrees that the implementation and effectiveness of this Agreement shall be subject to approval by the SUCCESSOR AGENCY Oversight Board and all provisions of ABX1-26 and AB 1484. CONTRACTOR further understands and agrees that any and all liability under this Agreement shall be solely that of the SUCCESSOR AGENCY, and not that of the City of Garden Grove, and, in accordance with Health and Safety Code Section 34173(e), shall be limited in scope and amount to the actual property tax

revenues received by, and the value of assets transferred to, the SUCCESSOR AGENCY pursuant ABX1-26 and AB 1484.

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

Date: July 8, 2013

"SUCCESSOR AGENCY"

CITY OF GARDEN GROVE AS
SUCCESSOR AGENCY TO THE
GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT, a
public body

By: Math Fatal
Director

ATTESTED:

Jessie Romero, Deputy
Secretary

APPROVED AS TO FORM:

[Signature]
Successor Agency Counsel

Date: 7/3/13

"CONTRACTOR"

WILLIAMS AND MAHER, INC.

By: FRANK MAHER

Name: Frank Maher

Title: CEO

Date: 6/12/13

Tax ID No. 33-0067869

Contractor's License: 470441

Expiration Date: 3/31/15

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.

Attachment "A"

Fee Schedule

WILLIAMS & MAHER ,INC

1406 S. RITCHEY ST. Unit E
SANTA ANA , CA.92705

QUOTE

Date	JOB #
8/6/2013	13-313

BILL TO
CITY OF GARDEN GROVE ATTN:PURCHASING-SANDRA SEGAWA 11222 ACACIA PARKWAY GARDEN GROVE, CA 92840

JOB LOCATION
Shopping Center 12571 HARBOR BLVD. GARDEN GROVE, CA.

P.O. No.

Description OF WORK	DATE	NAME	Total
TELEPHONE CABLING : SUPPLY AND INSTALL LOW VOLTAGE ENCLOSURE WITH SPLICE CHAMBER. RUN 2" RSC WITH SERVICE HEAD AND 2" CONDUIT WITH LB TO ATTIC AREA. RUN 20 CAT 3 CABLES 2EACH TO 10 UNITS TERMINATE WITH RJ45 JACKS IN UNITS AND PUNCH DOWN IN OUTSIDE ENCLOSURE.			
BN36369WS-UL LOW VOLTAGE ENCLOSURE	1	450.00	450.00T
2" GRS CONDUIT	20	4.375	87.50T
2" SERVICE HEAD	1	12.04	12.04T
2" L.B. CONDULET WITH COVER	1	36.00	36.00T
2" WP HUB	2	14.68	29.36T
2" THREADLESS CONNECTOR	2	9.87	19.74T
MILWAUKEE 11247	1	48.00	48.00T
2" conduit nipples	1	12.50	12.50T
2" PLASTIC BUSHING	1	0.60	0.60T
P-STRUT GALV. DEEP	10	3.04	30.40T
2" UNI-STRUT STRAP	6	2.545	15.27T
3/4" FLEX	100	0.55	55.00T
PLASTIC LOW VOLTAGE BOX	10	1.60	16.00T
CAT 3 JACK	20	2.88	57.60T
2 PORT FACEPLATE	10	2.67	26.70T
PULL ROPE	2,000	0.158	316.00T
CAT 3 TELEPHONE CABLE	4,000	0.24	960.00T
CABLE SUPPORTS	50	2.20	110.00T
TIE WRAP	50	0.64	32.00T
ANCHORS	12	0.60	7.20T
Subtotal			2,321.91
Markup 15%		15.00%	348.29
Subtotal			2,670.20
ELECTRICIAN	56	60.00	3,360.00
APPRENTICE	56	38.00	2,128.00
Sales Tax		8.00%	185.75
Total			\$8,343.95

Phone #	714-835-5011
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