

RECOMMENDATION TO AWARD CONTRACT FOR CONSTRUCTION INSPECTION SERVICES TO GRW & SON, INC. SEWER IMPROVEMENTS PROJECT NO. 7814
 July 13, 2010
 Page 2

	GRW & Son, Inc. Corona, CA	Vali Cooper & Associates Riverside, CA	Harris & Associates Irvine, CA	Willdan Engineering Anaheim, CA
<i>Rater A</i>	175.5	171.5	169.5	164.5
<i>Rater B</i>	160	158.5	158.5	159.5
<i>Rater C</i>	155.5	151	149	147
Totals	491	481	477	471

Upon selection of the most qualified firm, staff interviewed GRW & Son, Inc. to negotiate an agreement for their services.

FINANCIAL IMPACT

These inspection services will be financed with Sewer and Water Funds. There will be no impact to the General Fund.

RECOMMENDATION

It is recommended that the District Board:

- Award the contract for inspection services to GRW & Son, Inc. for the Brookhurst Street-Parliament Avenue Sewer Improvements Project No. 7814.
- Authorize the General Manager to sign the professional service agreement with GRW & Son, Inc. for the construction inspection services of the Brookhurst Street-Parliament Avenue Sewer Improvements Project No. 7814 in the amount of \$210,840.


 KEITH G. JONES
 Public Works Director


 By: Samuel Kim
 Project Engineer

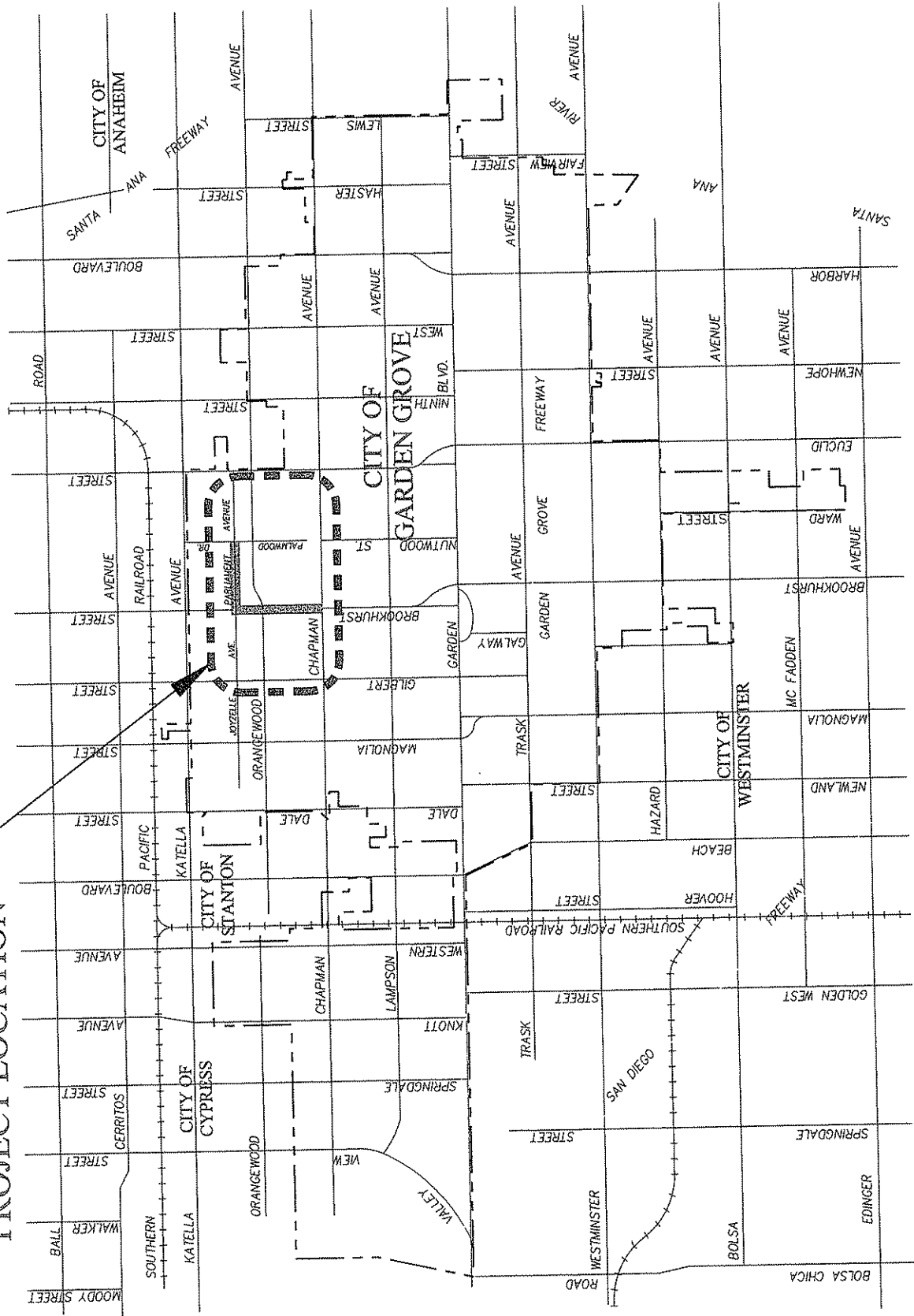
Recommended for Approval


 Matthew Fertal
 General Manager

Attachment: 1) Location Map
 2) Service Agreement

ATTACHMENT NO. 1

PROJECT LOCATION

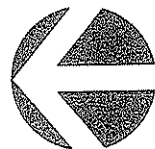


PROJECT LOCATION MAP

CHECKED BY: S.K.	SCALE: N.T.S.	PROJECT NO. 7814	DRAWING NO.
PREPARED BY: M.C.	GARDEN GROVE SANITARY DIST.		
DRAWN BY: M.C.	BROOKHURST - PARLIAMENT SEWER IMPROVEMENT PROJECT		



City Of Garden Grove
Department Of Public Works



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the 13th day of July, 2010, by and between the GARDEN GROVE SANITARY DISTRICT, a California Special District, hereinafter referred to as "District," and GRW & Son, Inc., a California corporation, hereinafter referred to as "Consultant." District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, District has determined that there is a need for full time inspection services and part time construction management services for the construction of Brookhurt Street-Parliament Avenue Sewer Improvements, Project No. 7814;

WHEREAS, District desires to retain Consultant to provide such services; and

WHEREAS, Consultant is qualified by virtue of experience, training, education, and expertise to perform the professional services required by this Agreement and has agreed to provide such services.

NOW, THEREFORE, in consideration of the promises and mutual benefits which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

AGREEMENT

I. SCOPE OF WORK

District agrees to retain Consultant, and Consultant agrees to perform the services set forth in the Scope of Services described in Exhibit "A", attached hereto and by reference made a part of this Agreement (hereinafter the "Services"). Consultant agrees that its provision of Services under this Agreement shall be within accepted standards within the profession, and its specialized services shall be in accordance with customary and usual practices in Consultant's profession. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

II. TERM

This Agreement shall be effective as of the date first set forth above. This Agreement shall commence upon the effective date of this Agreement, and shall remain and continue in effect until tasks described herein are completed unless otherwise terminated prior to this date pursuant to the provisions of this Agreement.

III. FEES

A. Accounting Records

Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Upon request of District, Consultant shall provide District with all records pertaining to this Agreement.

B. Total Payment

The Parties agree that Consultant shall bill for the Services provided by Consultant to District on an hourly basis and in accordance with the charges and fee schedule attached as Exhibit "B," except as otherwise set forth herein, provided compensation under this Agreement shall not exceed \$210,840.

C. Monthly Payment

1. District agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment, as set forth in Exhibit "B," attached hereto based upon actual time spent providing the services outlined in this Agreement. Consultant shall submit to District monthly or periodic statements requesting payment. Such requests shall be based upon the amount and value of the Services performed by Consultant under this Agreement and shall be prepared by Consultant and accompanied by such reporting data including a detailed breakdown of all costs incurred and tasks performed during the period covered by the statement, as may be required by District. Invoices shall be submitted on or about the first business day of each month, for Services provided the prior month. District shall use reasonable efforts to make payment to Consultant within forty-five (45) days after the date of the invoice or as soon thereafter as reasonably practicable. If District determines that the approved written Scope of Work under this Agreement or any specified task hereunder is incomplete, the District General Manager, or his or her designee, shall notify Consultant and may withhold the payment amount for the unfinished work accordingly.

2. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the District General Manager.

IV. TERMINATION

District may terminate this Agreement for its convenience at any time, with or without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Upon said notice, District shall pay Consultant its allowable costs incurred to date of termination and those allowable costs determined by District to be reasonably necessary to effect such termination. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If District terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement. Thereafter, Consultant shall have no further claims against District under this Agreement. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to District pursuant to Section III. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to District.

V. DEFAULT OF CONSULTANT

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event Consultant is in default, except as provided for in Section XXI, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate the Agreement immediately upon written notice to Consultant.

B. If the District General Manager, or his/her designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall notify Consultant in writing of such default. Consultant shall have ten (10) days to cure the default by rendering a satisfactory performance. In the event Consultant fails to cure its default within such period of time, District shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which District may be entitled at law, in equity or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by District as a result of such default including, but not limited to, reprocurement costs of the same or similar services defaulted by Consultant under this Agreement.

VI. LEGAL RELATIONSHIP BETWEEN THE PARTIES

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Consultant a District employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as District officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as

set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at District's offices.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against District, or bind District in any manner.

C. No District benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for fees paid to Consultant as provided for in this Agreement, District shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. District shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents for injury or sickness arising out of performing Services hereunder. If for any reason, any court or governmental agency determines that District has financial obligations, other than pursuant to Section III herein, of any nature related to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify District for all such financial obligations.

VII. MODIFICATIONS AND AMENDMENTS TO AGREEMENT

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

VIII. ASSIGNMENTS AND SUBCONTRACTING

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for District to enter into this Agreement. Consultant may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written approval of District. Except as otherwise expressly provided in the Scope of Services (Exhibit "A"), Consultant shall not contract with any other person or entity to perform the Services required without written approval of District. If Consultant is permitted to subcontract any part of this Agreement by District, Consultant shall be responsible to District for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and District. All persons engaged in the work will be considered employees of Consultant. District will deal directly with and will make all payments to Consultant as provided for in Section III.

IX. SUCCESSORS IN INTEREST

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

X. THIRD PARTY BENEFICIARY

Except as may be specifically provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

XI. INSURANCE

A. Insurance Required

Consultant shall procure and maintain the insurance described herein for the duration of this Agreement, or as otherwise specified herein, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by a reputable insurance company in good standing with the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better. District will require Consultant to substitute any insurer whose rating drops below the levels specified herein. Such substitution shall occur within twenty (20) days of written notice to Consultant by District.

Consultant shall provide to District certificates of insurance in a form acceptable to District indicating the deductible or self-retention amounts and the expiration date of the policy, and shall provide renewal certificates not less than ten (10) days prior to the expiration of each policy term. The certificates of insurance shall specifically identify this Agreement and shall contain express conditions that District is to be given at least thirty (30) days advance written notice of any material modification in or termination of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by District and shall name the Garden Grove Sanitary District and its officers, board members, officials, employees, agents and volunteers as additional insureds by endorsement to the insurance policies. Except as expressly authorized herein, all insurance shall be on an occurrence basis.

1. Errors and Omissions Insurance

Consultant shall maintain in full force and effect throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per claim or occurrence, in accordance with the provisions of this Section. If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this 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.

In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall be obtained for the required period to ensure coverage for the prior acts of Consultant during the course of performing the Services under the terms of this Agreement.

2. Workers' Compensation

Consultant shall obtain and maintain, during the term of this Agreement, Workers' Compensation Employer's Liability Insurance in the statutory amount as required by state law. Such worker's compensation insurance shall be endorsed to provide for a waiver of subrogation against District.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability:

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage.

3. Employer Liability:

\$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District General Manager. At the option of the District General Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its board members, officials, officers, employees, agents or volunteers, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, or

Consultant shall otherwise provide an alternative satisfactory to the District General Manager.

D. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Garden Grove Sanitary District and its board members, officers, officials, employees, agents and volunteers are to be covered as insureds with respect to: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Garden Grove Sanitary District, the City of Garden Grove, the Garden Grove Agency for Community Development and their respective councilmembers, board members, officers, officials, employees, agents, or volunteers.

2. For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects the District and its board members, officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Garden Grove Sanitary District, the City of Garden Grove, the Garden Grove Agency for Community Development and their respective councilmembers, board members, officers, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties shall not affect coverage provided to the District and its respective councilmembers, board members, officers, officials, employees, agents, and volunteers.

4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to District.

6. Consultant agrees to ensure that subcontractors, and any other parties involved with the project who are brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.

E. Verification of Coverage

Consultant shall furnish District with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District before work commences.

XII. INDEMNITY

A. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless the Garden Grove Sanitary District and its board members, officers, officials, employees, agents, and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liability, claims, judgments, costs, and demands (collectively, "Claims"), including Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the Garden Grove Sanitary District and its board members, officers, directors, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant will defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim may "arise out of, pertain to, or relate to" Indemnified Claims shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness or willful misconduct of Consultant to any extent, then District will reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except District shall not reimburse Consultant for attorneys' fees, expert fees, litigation costs and expenses as were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's liability for indemnification hereunder is in addition to any liability Consultant may have to District for a breach by Consultant of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements

and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

XIII. COMPLIANCE WITH LAW

A. Consultant certifies by the execution of this Agreement the following: that it pays employees not less than the minimum wage as defined by law and that it does not discriminate in its employment with regard to race, color, religion, sex, age, marital status, ancestry, or national origin; that Consultant is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Consultant agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

B. Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The Garden Grove Sanitary District and its board members, officers, employees, and agents shall not be liable at law or in equity for Consultant's failure to comply with such laws and regulations.

XIV. LICENSES AND QUALIFICATIONS

Consultant represents and warrants to District that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to District that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Consultant to perform Services under this Agreement.

XV. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

A. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents or

subcontractors shall not without written authorization from the District General Manager or unless requested by District's Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to any project or property location within District. Response to a subpoena or court order shall not be considered "voluntary" for the purposes of this Section, provided Consultant gives District proper notice of such subpoena or court order. Consultant shall properly notify District of any summons, complaints, subpoenas, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery requests received by Consultant, its officers, employees, agents or subcontractors, related to Services performed pursuant to this Agreement. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding, the cost of which shall be borne by District. Consultant agrees to cooperate fully with District and to provide District with an opportunity to review and respond to discovery requests provided by Consultant, arising out of Services performed pursuant to this Agreement. However, District's right to review any such request or response does not imply or mean District has the right to control, direct, write or rewrite said response.

B. The documents and study materials for this project shall become the property of District upon the termination or completion of the work. Consultant agrees to furnish to District copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by District.

XVI. INTERPRETED UNDER LAWS OF THE STATE OF CALIFORNIA

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Orange, California.

XVII. ATTORNEYS' FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which they may be entitled.

XXI. FORCE MAJEURE

If either party shall be delayed or prevented from the performance of any service under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, restrictive governmental laws or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

XXII. TIME IS OF THE ESSENCE

The Parties agree that time is of the essence of this Agreement with respect to the deadlines set forth herein.

XXIII. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

XXIV. PROHIBITED INTERESTS

Consultant covenants that, for the term of this Agreement, no Board Member, official, officer or employee of District during his/her tenure in office/employment, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant warrants that it has not given or paid and will not give or pay any third party money or other consideration for obtaining this Agreement.

XXV. SCOPE CHANGES

In the event of a change in the scope of the proposed project, as requested by District, the Parties hereto shall execute an addendum to this Agreement, setting forth, with particularity, all terms of the new Agreement, including but not limited to any additional Consultant's fees.

XXVI. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES

No officer or employee of the District shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

XXVII. AGREEMENT EXECUTION AUTHORIZATION

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this Agreement.

XXVIII. RECITALS

The Recitals above are hereby incorporated into this section as though fully set forth herein and each party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

IN WITNESS WHEREOF, this Agreement has been executed in the name of District, by its officers thereunto duly authorized, and Consultant as of the day and year first above written.

"DISTRICT"
GARDEN GROVE SANITARY DISTRICT

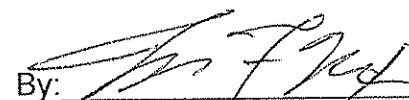
By: _____
Matthew J. Feral
General Manager

ATTEST:

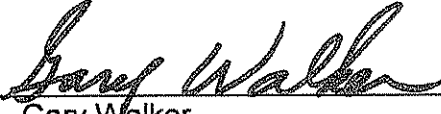
By: _____
Kathleen Bailor
District Secretary

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By:  _____
Thomas F. Nixon
Garden Grove Sanitary District
General Counsel

"CONSULTANT"
GRW & Son, Inc.

By: 

Gary Walker
President

EXHIBIT A

SCOPE OF SERVICES

SECTION 2

SCOPE OF SERVICES

Scope of Work and Services Provided

The following is the scope of work and services to be provided by GRW & Son, Inc., including a description of our approach to providing the requested services as outlined in the Request for Proposal.

Construction Inspector

2.1 Serve as the City's representative and liaison to the Contractor

It is understood that the Construction Inspector will be the City's representative and liaison with the Contractor during construction of the project. It is therefore imperative that all communication from the Contractor to the City and from the City to the Contractor be channeled through the Construction Inspector.

2.2 Provide daily inspection services

The Construction Inspector will be responsible for inspection of all construction activities and insure the work performed is in complete conformance with the Contract Documents. He will assist in the preparation of answers to RFI's, assist in submittal review, assist in the review and recommendation of the monthly progress payment requests, coordinate all sub consultants to insure required inspections and/or certifications are completed, and effectively communicate with the City's assigned Project Manager.

2.3 Review and be knowledgeable of Contract Documents and attend pre-construction meetings

The Construction Inspector will be thoroughly familiar with the Contract Documents, including plans, specifications, technical provisions, Caltrans Special Provisions, and other documents related to the construction of the projects. The inspector will also be familiar with the pre-construction meeting agenda, attend the meeting and assist the Construction Manager in the preparation of the meeting minutes.

2.4 Review and be knowledgeable of existing site and conditions

The proposed Construction Inspector will have visited the site and have become familiar with the existing site and conditions.

2.5 Prepare and submit daily inspection reports

The Construction Inspector will prepare on a daily basis a Daily Construction Report that fully details all work accomplished at each site visited on any given day. The report will include things observed, items inspected, material and equipment used, a list of unsatisfactory work observed, field problems, disputes or claims, a resolution of issues and directions given to the Contractor, items discussed with the contractor and/or City staff, and other pertinent information. Copies of the Inspection Report shall be submitted to the City staff weekly. Disputes or claims shall be brought to the attention of the project engineer on a daily basis. GRW & Son, Inc. has submitted numerous

construction inspection reports to the City on previous projects that may be located in the City's records archives for review.

2.6 Maintain a tickets folder

The Construction Inspector will maintain a tickets folder containing all material delivery tickets, surveyor cut sheets and records of the locations and results of all soils inspection tests. The tickets folder will be compiled in chronological order and submitted to the City upon completion of the project.

2.7 Ensure the Contractor is working within the framework of the contract

On a daily basis, the Construction Inspector will ensure all work performed by the Contractor is in accordance with the contract documents, including the Caltrans Standard Specifications, technical provisions and the Garden Grove Municipal Code. In order to guarantee this assurance, the Construction Inspector will be familiar and knowledgeable with all applicable contract documents.

2.8 Prepare and maintain a photographic journal

The Construction Inspector and Construction Manager will prepare and maintain a photographic journal of the project commencing with sufficient preconstruction photos to completely and thoroughly document the existing conditions of the project site. The photos will be date-stamped, 4" x 6" in dimension and contained in a 3-ring binder that is clearly labeled on the cover and spine with the project's name and number. Captions for each photo describing the orientation and the reason the photo was taken will be contained in the binder.

2.9 Confirm in writing that all work being inspected conforms to contract requirements

The Construction Inspector will confirm in writing to the City that all work being inspected conforms to the contract requirements. This confirmation will be done on a daily basis as part of the Construction Inspector's Daily Report. In addition, he will promptly report unacceptable work to the City and Contractor.

2.10 Monitor the project work and adjacent areas for unsafe conditions

The Construction Inspector will continuously observe the means and methods employed by the Contractor to insure compliance with applicable safety codes and ordinances. The inspector will immediately notify the Contractor and City staff of safety concerns and demand any unsafe condition or situation is remedied.

2.11 Enforce all provisions of the Storm Water Pollution Prevention Plan

The Construction Inspector will at all times enforce the provisions as set forth in the approved Storm Water Pollution Prevention Plan and Best Management Practices Plan.

2.12 Perform all duties in a manner promoting cost-effective execution and progress of the work

The Construction Inspector will at all times administer the projects in a manner that will promote a cost-effective and timely completion of the project. Means and methods of construction are the responsibility of the Contractor; however, the inspection staff will monitor the methods employed and offer advice and/or assistance when we feel alternatives to those methods employed will improve the overall quality of the work and expedite the progress of the work.

2.13 Approve materials and workmanship that meet the contract requirements

The CM team will review and approve materials and workmanship that meets the contract requirements, notwithstanding the purview and authority of the architect or other authorized representatives or regulatory authorities having jurisdiction.

2.14 Provide and coordinate inspection of all trades involved in the project

The Construction Inspector will provide and coordinate inspection of all trades involved in the project included in the contract documents including change order items.

2.15 Coordinate compaction and materials testing

The Construction Inspector will coordinate the testing of all materials as required by the Contract Documents using the City's Geotechnical Engineering firm. The coordination will include the testing of material such as soil, aggregate base material, special backfill and bedding material, if any, and concrete and asphalt concrete. The Construction Inspector will maintain compaction test location records to insure and verify compaction coverage.

2.16 Coordinate survey requests using City's survey consultant

The Construction Inspector will coordinate survey requests from the Contractor using the City's survey consultants. GRW & Son, Inc. has a standard Survey Request Form to be completed by the Contractors when construction survey is required. This form will establish a written record of the request and will mitigate potential delay claims from the Contractor should the survey not be provided when needed.

2.17 Verify and sign Contractor's daily extra work reports documenting T & M work

In the event the Contractor is directed to perform work on a time and material basis that is agreed by all parties is not within the scope of the construction contract, the Construction Inspector will verify the work accomplished and sign the Contractor's daily extra work reports. The Contractor's extra work reports must be in a form that is agreed to by the Construction Manager and contain the information necessary to readily determine the actual cost associated with the directed extra work. It is the policy of GRW & Son to not sign T & M sheets that do not reflect the actual work performed. In the event the Contractor submits T & M sheets that are not accurate and/or complete, a photocopy of the sheet will be prepared and the data contained on the photocopy will be adjusted to conform to the actual work accomplished (this may include an adjustment in labor, equipment and material utilized). This corrected copy will become the document of record when determining the amount due to the Contractor for the performance of the directed extra work.

2.18 Assist engineering staff in contract change order negotiations with the Contractor

The Construction Inspector will assist the City staff in the review and change order negotiations with the Contractor. The construction inspection team is fully qualified and experienced in recognizing and evaluating conditions that may constitute a Potential Change Order. It is recognized that GRW & Son has no authority to issue modifications or changes to the Contractor or Contract Documents unless authorized to do so by the City; however, the proposed Construction Inspector(s) have extensive experience in evaluating conditions that may constitute a valid change and thus result in a Contract Change Order. This expertise will be of great value to the City staff during the

change order negotiations. It is noted that the project engineer will make the final decisions regarding the approval of change orders.

2.19 Review Contractor's payment requests and verify quantities of completed work

The Construction Inspector will review the Schedule of Values and recommend approval or disapproval to the City. The Construction Inspector will review each monthly payment request for accuracy, correctness and conformance with the actual work completed, the approved Schedule of Values, and the contract bid items and, make the appropriate payment recommendation to the City.

2.20 Attend weekly construction progress meetings.

The Construction Inspector will attend all weekly construction progress meetings and be of assistance to the Construction Manager in the preparation of the meeting minutes.

2.21 Issue written instruction to the Contractors regarding routine matters and follow up with verbal instructions and as directed by the City's project engineer.

During the course of construction of projects of this magnitude, communication between the CM team and the Contractor is essential. The Construction Inspector will issue written instructions to the Contractor regarding routine matters and follow up with verbal instructions as directed by the project engineer. To that end, GRW & Son has used a document we entitle "Notice to Contractor". This document is not used in response to letters received from the Contractor, but is rather a means to communicate less official directives and impart information to the Contractors without the use of a formal letter. The NTC is also used to confirm in writing verbal directives issued to the Contractor. For example, an NTC would be used to transmit the weekly construction time accounting discussed in Item 2.10 above.

2.22 Conduct a pre-final inspection and prepare a written punch list

The Construction Inspector will conduct a complete and thorough pre-final inspection for the purpose of preparing the written punch list. As stated previously, in accordance with the RFP, the Construction Inspector will provide continuous inspection of the work accomplished, which in most part will result in fewer items on the punch list. With full-time inspection, the work will be completed in accordance with the Contract Documents during the course of construction, which will leave little to be completed as the project nears overall completion.

2.23 Conduct final inspection to verify completion of punch list and make recommendation to City regarding acceptance of the projects

The Construction Inspector will conduct a final inspection of the completed work of construction to verify completion of the punch list. Upon completion of the final inspection, the Construction Inspector will submit a written recommendation to the City regarding acceptance of the project.

2.24 Verify Contractor's as-built plan preparation monthly

The Construction Inspector will review the as-built plan on a monthly basis for the purpose of verifying the completeness of the plan. The Construction Inspector will not recommend the processing of the monthly progress estimate(s) until such time as the Contractor's as-built plan has been verified as complete and up to date.

2.25 Track survey monument preservation/replacement with contract work

The Construction Inspector will confirm the Contractor has re-established the survey monumentation disturbed during the course of construction in accordance with Senate Bill 1563. The City's survey consultant will confirm monumentation re-establishment.

Construction Manager

3.1 Attend the pre-construction meeting and prepare meeting minutes

The Construction Manager will prepare the pre-construction meeting agenda, conduct the meeting and prepare the meeting minutes. Meeting attendees will include representatives from utilities affected by the work of construction, public agency representatives from those agencies that have facilities affected by the work of construction, the contractor's project manager and superintendent, the City project engineer and traffic engineer, and the construction inspector.

3.2 Prepare a project correspondence log

The Construction Manager will establish and maintain a computerized and hard copy correspondence log organized in chronological order by date. The log will have the following headings: Section 1 – Correspondence with the Contractor; Section 2 –General Correspondence; Section 3 – Inspection Reports; Section 4 – Materials Information/Survey; Section 5 – Weekly statement of working days; and Section 6 – Financial Information. GRW & Son utilizes Alpha 5 v.7, a product of Alpha Software, Corp. for tracking all correspondence. All correspondence documents are categorized and reports generated by Section. Alpha 5 was used for document management of all correspondence generated during construction of the Garden Grove Sports Complex. Samples of the various reports compiled during construction of the Sports Complex are contained in the Appendix of this Proposal.

3.3 Prepare a weekly statement of working days documenting the construction progress

GRW & Son routinely prepares and distributes to the City and Contractor a periodic time accounting statement. The statement will indicate the total time allowed on the project, the time expired, the time remaining, the time extension(s) granted, if any, and the current specified completion date. A sample of the time accounting statement is included in the Appendix of this Proposal.

3.4 Effectively communicate with the City staff, Design Consultants and Contractor

The CM staffs at the site will continuously and effectively communicate with all team members for the purpose of identifying conflicts, construction problems and coordination issues and respond to all RFI's promptly. The CM will consult with the architect and City staff, if necessary, in the event the Contractor requests interpretations of the meaning and intent of the plans and specifications, and will assist in the resolution of questions that may arise. GRW & Son has a standard Request For Information form that will be given to the Contractor in electronic format at the pre-construction meeting. The form shall be used by the Contractor for all RFI's and will be logged and tracked by the document tracking system to ensure response to the Contractor is executed within the time allowed.

3.5 Attend weekly construction progress meetings

The Construction Manager will prepare the weekly construction progress meeting agenda, conduct the weekly meeting and prepare minutes of the meeting. The meeting minutes will be distributed to all attendees within 48 hours with a request for comments. If no comments are received, the meeting minutes will be deemed complete and accurate.

3.6 Maintain a document tracking system

The Construction Manager will establish a computerized document tracking system to be used to manage the control of documents and drawings. GRW & Son, Inc. utilizes Alpha Software Corp. product Alpha 5 v.7 to manage these documents, which include all correspondence issued by the Contractor, the architect, the City and the CM, all RFI's, Field Directives, Notice of Changed Conditions, Request for Proposals, Notice to Comply, Safety Notices, Punch Lists, and Inspections and Tests Checklist. Reports containing the records of all documents listed above will be provided on a monthly basis, or more frequently if desired, and will be available for discussion during the weekly construction management meetings. Samples of these reports are included in the Appendix of this Proposal.

3.7 Review the construction progress schedule and provide assessment of the progress

In accordance with the Technical Provision, the Contractor shall submit to the Engineer a schedule of construction for approval. GRW & Son, Inc. has assigned the task of reviewing the baseline construction schedule and subsequent monthly schedule updates to Mr. Ryan Walker, the designated Construction Manager. Mr. Walker will not only review the schedules for completeness and accuracy, he will also insure the schedules are logical with respect to the proposed sequence of construction, and that they are in the best interests of the City. Mr. Walker will review the specified monthly updates of the schedule to insure all current information has been incorporated in the update, including construction progress and approved adjustments of time and any proposed changes in sequence and logic. Finally, the percentage of work actually completed will be checked for accuracy, and the narrative report describing problem areas, if any, and current and anticipated delaying factors and their impact to the progress of the work will be evaluated. Mr. Walker reviewed the Contractor's baseline and schedule updates during construction of the Garden Grove Sports Complex, and in so doing, identified numerous areas where the submitted schedule was inaccurate and/or not in the best interests of the City. The Construction Manager's review of the monthly update will be completed within 10 days of receipt of the update submittal.

3.8 Perform project closeout duties including final organization of project files

As stated above, the Construction Manager will prepare and implement a computerized document control program to insure all documents and drawings are properly managed. These documents, to include all correspondence issued by the Contractor, the City, the Design Consultant, the Construction Manager and sub consultants, all RFI's, Notices to Contractor, Notice of Changed Condition, Request for Proposals, Notice to Comply, Safety Notices, and Punch Lists, will be submitted to the City in both hard copy and electronic file format upon completion of the project. The document will represent the entire record of the projects constructed. In addition to these documents, the Construction Manager will submit the entire photographic library of the project, including, digital photos (on CD). The Final Report will summarize the performance of the Contract, including change orders, final cost and schedule recaps, and will include a narrative of the final resolution of significant contract issues.

4.0 Optional 30 days of Inspection Services for Other Sewer and Water Projects

The Construction Manager will provide additional Construction Management and Construction Inspection Services for Other Sewer and Water Projects as required. It is understood these services will be on an as-needed basis and at the request and direction of the City.

EXHIBIT B

SCHEDULE OF PAYMENT

City of Garden Grove
 "On Call" Construction Inspection Services for Brookhurst Street - Parliament Avenue Sewer Improvements
 Project No. 7814

FEE PROPOSAL

Task No.	Task Description	Construction Manager	Construction Inspector	Clerical	Direct Cost	Total Task Cost
2	CONSTRUCTION INSPECTION SERVICES DURING CONSTRUCTION PHASE	0	760	0	\$760/Mo	\$92,820
2.1	Serve as the City's representative and liaison with the Contractor during construction					
2.2	Provide daily construction inspection services					
2.3	Review and be knowledgeable of Contract Documents and attend pre-construction meeting					
2.4	Review and be knowledgeable of existing site conditions					
2.5	Prepare and submit daily inspection reports documenting all issues of the day					
2.6	Maintain a tickets folder					
2.7	Ensure the Contractor is working within the framework of the contract					
2.8	Prepare and maintain a photographic journal documenting construction progress					
2.9	Confirm in writing that the work being inspected conforms to the contract requirements					
2.10	Monitor project work and adjacent areas for unsafe conditions and report to City					
2.11	Enforce all provisions of the Storm Water Pollution Prevention Plan					
2.12	Perform all duties in a manner promoting cost-effective execution and progress of work					
2.13	Approve materials and workmanship that meet the contract requirements					
2.14	Provide and coordinate inspection of all trades involved in the project					
2.15	Coordinate compaction and materials testing using City's geotechnical consultant					
2.16	Coordinate survey requests using City's survey consultant					
2.17	Verify and sign Contractor's daily extra work reports documenting I & M work					
2.18	Assist City engineering staff in contract change order negotiations with the Contractor					
2.19	Review Contractor's payment requests and verify quantities of completed work					
2.20	Attend weekly construction progress meetings					
2.21	Issue written instructions to the Contractor regarding routine matters and follow up with verbal instructions					
2.22	Conduct pre-final inspection and prepare written punch list					
2.23	Conduct final inspection to verify all items on punch list have been completed					
2.24	Verify Contractor's progress on as-built plan preparation monthly					
2.25	Track survey monument preservation/replacement with contract work					
3	CONSTRUCTION INSPECTION SERVICES DURING PROJECT CLOSEOUT PHASE	600	0	48		\$82,440
3.1	Attend pre-construction meeting and prepare meeting minutes					
3.2	Prepare a project correspondence log					
3.3	Prepare a weekly statement of working days documenting construction progress					
3.4	Effectively communicate with City staff, Design Consultants and Contractor					
3.5	Attend weekly construction progress meetings					
3.6	Maintain a document tracking system					
3.7	Review construction progress schedule and provide assessment of the progress					
3.8	Perform project closeout duties including final organization of project files					
4	Optional 30 days of inspection services for Other Sewer and Water Projects	100	240	0		\$36,540
BUDGET TOTALS						
	Total Hours	700	1200	48		
	Hourly Rate	\$135	\$92	\$30		
	Cost by Staff Member	\$94,500	\$110,400	\$1,440		\$4,500
	TOTAL PROJECT COST					\$210,840

Notes and Assumptions:
 1. Contract Duration=150 Working Days (30 weeks)