



RECOMMENDATION TO AWARD CONTRACT FOR PROFESSIONAL ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR WATER TRANSMISSION MAIN AND CHAPMAN AVENUE SEWER IMPROVEMENTS PROJECT

May 10, 2011

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team experience, schedule and reference. Based on evaluation results, Civiltec Engineering, Inc. rated the highest on its ability to provide professional engineering and construction management services for this project. The following is a summary of the ratings with the highest total being the most qualified:

	<b>Civiltec Engineering, Inc.</b> Monrovia, CA	<b>Carollo Engineers</b> Irvine, CA	<b>Harris &amp; Associates</b> Irvine, CA	<b>RBF Consulting</b> Irvine, CA
<i>Rater A</i>	178	168.5	169.5	149.5
<i>Rater B</i>	165.5	159	156	155.5
<i>Rater C</i>	165.5	165.5	156	154
<b>Totals</b>	<b>509</b>	493	481.5	459

Upon identification of the most qualified firm, Water Services staff interviewed Civiltec Engineering, Inc. and negotiated an agreement for its services.

FINANCIAL IMPACT

Water (\$658,335) and sewer (\$130,360) funds in total of \$788,695 were appropriated for the FY 2011/12 budget for this project. There will be no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Award the contract for professional engineering and construction management services to Civiltec Engineering, Inc., in the amount of \$788,695, for the Water Transmission Main and Chapman Avenue Sewer Improvements Project; and
- Authorize the City Manager to sign and execute the professional services agreement on behalf of the City.

  
KEITH G. JONES  
Public Works Director

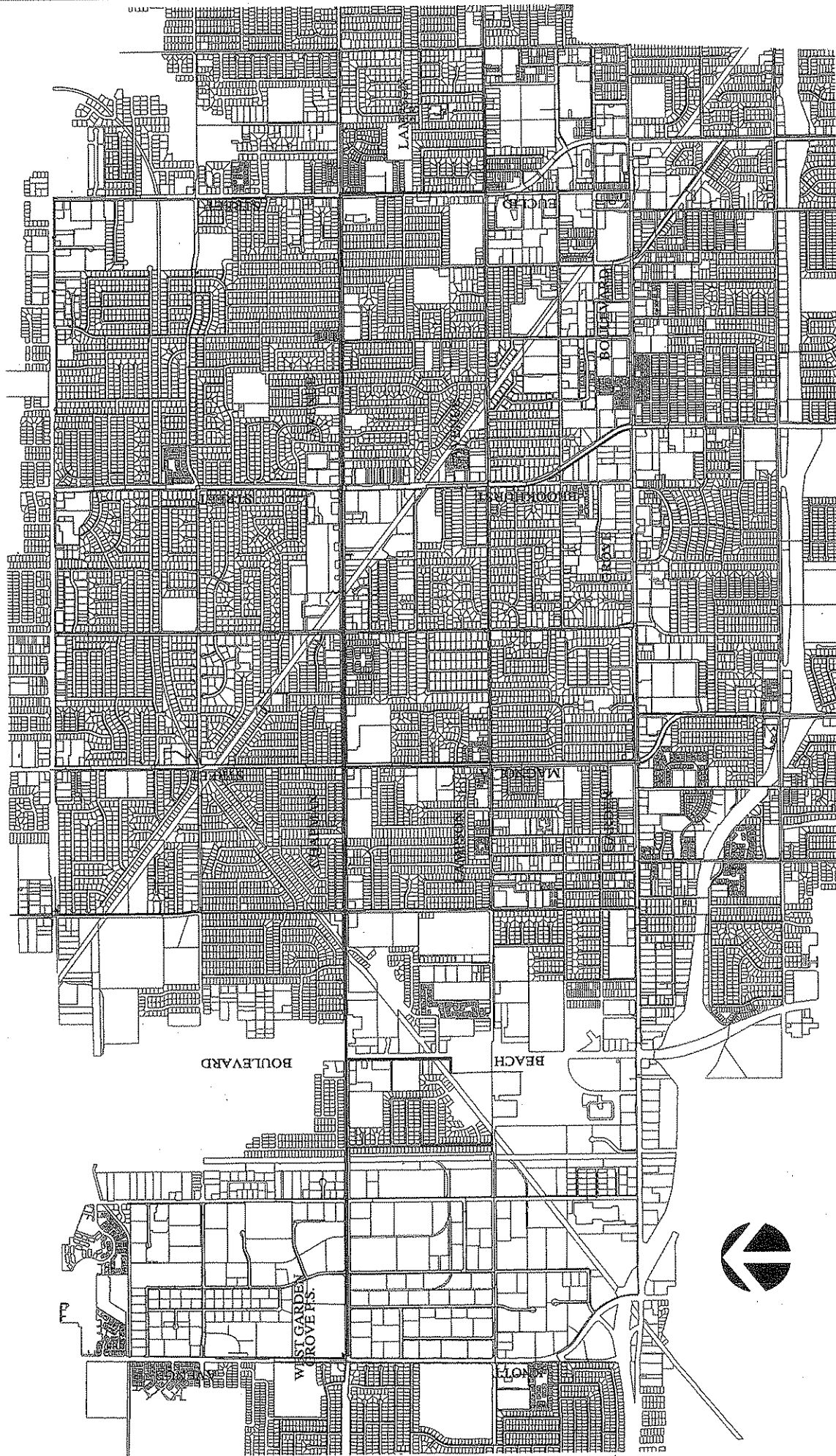
  
By: Samuel Kim  
Project Engineer

**Recommended for Approval**

  
Matthew Fertal  
City Manager



Attachment No. 1: Location Maps  
Attachment No. 2: Professional Services Agreement  
Attachment No. 3: Panel Rating Sheets

ATTACHMENT NO. 1A



WATER TRANSMISSION MAIN IMPROVEMENTS LOCATION MAP

- EXISTING WATER MAIN
- 6" DIAMETER PROPOSED WATER MAIN
- 8" DIAMETER PROPOSED WATER MAIN
- 10" DIAMETER PROPOSED WATER MAIN
- 16" DIAMETER PROPOSED WATER MAIN

CHECKED BY: S.K.	PREPARED BY: M.C.	DRAWN BY: M.C.	SCALE: N.T.S.	PROJECT NO. GARDEN GROVE WATER TRANSMISSION MAIN IMPROVEMENTS	DATE: APRIL
 City of Garden Grove Department of Public Works					



**SEWER IMPROVEMENTS LOCATION MAP**

- 10" DIAMETER EXISTING SEWER MAIN
- 15" DIAMETER PROPOSED SEWER MAIN
- 18" DIAMETER PROPOSED SEWER MAIN
- 24" DIAMETER PROPOSED SEWER MAIN



CHECKED BY: S.K.	PREPARED BY: M.C.	DRAWN BY: M.C.	SCALE: N.T.S.	PROJECT NO. GARDEN GROVE SANITARY CHAPMAN AVENUE SEWER IMPROVEMENT	DATE: APR11
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City of Garden Grove  
Department of Public Works



## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the        day of May, 2011, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "City," and Civiltec Engineering, Inc., a California Corporation, hereinafter referred to as "Consultant." City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

### RECITALS

WHEREAS, City has determined that there is a need for Utility Research & Verification, Surveying, Geotechnical Investigation, Permitting, Environmental Processing, Engineering, Bidding Assistance and Construction Inspection & Management services for the Water Transmission Main and Chapman Avenue Sewer Improvements Project (the "Project");

WHEREAS, City 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

City 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 City, Consultant shall provide City with all records pertaining to this Agreement.

### B. Total Payment

The Parties agree that Consultant shall bill for the Services provided by Consultant to City 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 \$788,695.

### C. Monthly Payment

1. City 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 City 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 City. Invoices shall be submitted on or about the first business day of each month, for Services provided the prior month. City 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 City determines that the approved written Scope of Work under this Agreement or any specified task hereunder is incomplete, the City 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 City Manager.

#### **IV. TERMINATION**

City 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, City shall pay Consultant its allowable costs incurred to date of termination and those allowable costs determined by City 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 City 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 City under this Agreement. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to City pursuant to Section 3. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

#### **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, City 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 City 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, City 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 City may be entitled at law, in equity or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default including, but not limited to, procurement 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 City 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 City 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 City 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 City's offices.

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

C. No City 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, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City 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 City 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 City 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 City 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 City. 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 City. If Consultant is permitted to subcontract any part of this Agreement by City, 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 relationships 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 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. City 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 City.

Consultant shall provide to City certificates of insurance in a form acceptable to City 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 City 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 City and shall name the City of Garden Grove and its officers, councilmembers, 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 City.

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 City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City and its councilmembers, 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 City 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 City of Garden Grove and its councilmembers, 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 City and its councilmembers, 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 City 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 City.

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 City for review.

**E. Verification of Coverage**

Consultant shall furnish City 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 City 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 City of Garden Grove and its councilmembers, 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 City of Garden Grove and its councilmembers, 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 City will reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except City 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 City 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 City of Garden Grove and its councilmembers, 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 City 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 City 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 City's prior written authorization. Consultant, its officers, employees, agents or subcontractors

shall not without written authorization from the City Manager or unless requested by City'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 City. Response to a subpoena or court order shall not be considered "voluntary" for the purposes of this Section, provided Consultant gives City proper notice of such subpoena or court order. Consultant shall properly notify City 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. City 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 City. Consultant agrees to cooperate fully with City and to provide City with an opportunity to review and respond to discovery requests provided by Consultant, arising out of Services performed pursuant to this Agreement. However, City's right to review any such request or response does not imply or mean City 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 City upon the termination or completion of the work. Consultant agrees to furnish to City 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 City.

#### **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.

**XVIII. WAIVER**

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

**XIX. NOTICES**

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To City: City of Garden Grove  
13802 Newhope Street  
Garden Grove, CA 92843  
Attention: Mr. Samuel Kim

To Consultant: Cilviltec Engineering, Inc.  
118 West Lime Avenue  
Monrovia, CA 91016  
Attention: Mr. David Byrum

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

**XX. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees.

**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 City 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 City, 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 CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City 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 City, by its officers thereunto duly authorized, and Consultant as of the day and year first above written.

CITY OF GARDEN GROVE

By: \_\_\_\_\_  
Matthew J. Fertal  
City Manager

ATTEST:

By: \_\_\_\_\_  
Kathleen Bailor  
City Clerk

CIVILTEC ENGINEERING, INC.

By: \_\_\_\_\_  
W. David Byrum  
Senior Vice President

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:

Woodruff, Spradlin & Smart

By: \_\_\_\_\_  
Thomas F. Nixon  
City Attorney

**EXHIBIT A**

**SCOPE OF SERVICES**

## EXHIBIT A

### Scope of Services

*Civiltec* has broken the project into six logical phases for implementation. This arrangement of the phases and tasks will help *Civiltec* and the City in managing the efforts of project management, investigations and survey, preliminary engineering, final engineering and construction management.

#### Phase 1 - Preliminary Design

- A. **Initial Kickoff Meeting and Workshop.** *Civiltec* will initiate and attend an initial kickoff meeting with the City. This meeting will introduce project team members, formalize project communication, discuss project schedule, review scope of work, and request pertinent data, reports, documents, and plans from the City that are relevant to the Project. This meeting will be a workshop to discuss any and all issues known about the project goals. *Civiltec* will provide a meeting agenda and action items and minutes of the meeting for City records.
- B. **Records and Utility Search.** *Civiltec* will perform record and data search consisting of survey information (assessor maps, parcel maps, records of survey, right-of-way maps, easement documents, etc.) and utility information consisting of existing water, sewer, storm drain gas, telephone, electrical, cable TV and other utilities along the pipeline routes. In addition, *Civiltec* will document contact and coordinate with other public and private agencies/entities involved to inform them about the project and obtain their records, approval, and permit requirements. We will provide the City of Garden Grove all documentation and correspondence with the public and private agencies/entities.
- C. **Permit Research.** *Civiltec* will contact all potential permitting agencies anticipated for the project to obtain permitting requirements. We will prepare a log and detailed description of the findings of our research. We will collect permit applications and fee structures for future use.
- D. **Ground Control / Aerial Survey.** *Civiltec* will use aerial photogrammetry for preparation of the base construction drawings supplemented by focused detail field survey required at intersections and specific points of additional interest. All aerial photogrammetry will be performed by the Don Read Corporation (DRC). *Civiltec* will establish the control survey points and will consist of locating existing survey monuments and providing aerial targets for mapping purposes. DRC proposes to establish thirty (30) target points. The primary elements of the aerial survey will be as follows:
  - ◆ Aerial photography will obtain new vertical 9" x 9" black and white photography at a nominal scale of 1"=250'.
  - ◆ Analytical Triangulation will be provided to supplement field survey points with six points per model.
  - ◆ Topographic and planimetric mapping will be compiled directly from the photography above at a scale of 1"= 40' showing 1' contours, spot elevations and

## EXHIBIT A

all man made features identifiable on the aerial photography from right-of-way to right-of-way.

*Civiltec* will establish control throughout the project using established bench mark and centerline tie information. As a second phase during early design, *Civiltec*, through field investigation, will survey street cross sections, a majority of manholes and inverts for storm drain and sewers, water valves, utility vaults, other visible facilities, USA dig alert markings and pothole locations.

- E. **Preliminary Alignment Drawings (25%).** *Civiltec* will complete base maps and prepare preliminary alignment drawings that will include locations and sizes of all found utilities and initial alignment of all new pipelines. As part of the completion of the preliminary alignment drawings, *Civiltec* will propose an alignment for City's review considering adequate separation from existing facilities and to provide sufficient space for construction activities, that is anticipated to be acceptable, permitable, and constructible. As part of the completion of the base construction drawings, *Civiltec* will field review their proposed alignment for accuracy of existing improvements and conditions, and include City staff to check policies and preferences for proposed alignment.
- F. **Geotechnical Analysis.** The purpose of the geotechnical exploration is to evaluate the subsurface soil and any found groundwater characteristics along the pipeline alignment. This work will be performed by Leighton Consulting. The geotechnical scope of work addresses only portions of the water pipeline to be jacked under Beach Boulevard (SR-39) and the 3,000-foot-long sewer pipeline. We propose five hollow-stem auger borings, geotechnical laboratory testing, geotechnical engineering analyses and report preparation, as described in the following subsections:
1. Review pertinent existing geotechnical maps and reports for the project site that are available in Leighton's in-house library.
  2. Premark the proposed boring locations and contact Underground Service Alert (USA) for utility clearance.
  3. Apply for an encroachment permit from the City of Stanton. For the bore-and-jack segments, we will locate our borings just outside the Caltrans right-of-ways so that no additional permits are required.
  4. Perform a subsurface exploration consisting of drilling, digging, logging, and sampling of five locations along the pipeline alignment. Two auger borings will be drilled near the locations of starting and receiving pits for the anticipated bore-and-jack operations to a maximum depth of 20 feet or auger refusal, whichever is shallower. Three auger borings will be drilled along the sewer pipeline alignment. The samples will be logged by a member of our technical staff. Representative soil samples will be collected at selected depths from the test locations and transported to our laboratory for testing. The test locations will be backfilled with soil cuttings and patched with cold-mixed asphalt where asphalt is penetrated.

## EXHIBIT A

5. Provide traffic control, as necessary, during our field exploration.
  6. Perform laboratory testing on selected soil samples to determine in-situ dry density and moisture content, maximum density and optimum moisture content, sieve analysis, possible Expansion Index, Sand Equivalent, direct shear and consolidation.
  7. Perform geotechnical analysis of the collected data.
  8. Prepare a geotechnical report presenting our findings and recommendations, including characterization of the onsite soils and groundwater conditions, excavation and shoring design requirements, subgrade preparation, pipeline installation and backfill, geotechnical considerations for bore-and-jack, and recommended pavement sections.
- G. **Preliminary Design Review Workshop.** The meeting will be held to review and obtain comments and/or approval regarding the preliminary alignment, utility locations, survey, potential potholing locations, and permitting issues. *Civiltec* will maintain minutes of the meeting and issue a formal list of meeting minutes including attendees and highlight of action items developed in the meeting. *Civiltec* will provide the City staff with copies of the preliminary alignment drawings showing the proposed alignment. Seven (7) sets of drawings will be printed on 24"x 36" bond copies which will be provided to City Staff at least one (1) week in advance of the meeting.
- H. **Preliminary Design Report:** Prepare a preliminary design report (PDR) to summarize the information developed during the initial preliminary engineering phase which includes a design and construction schedule, preliminary construction cost estimate, the preliminary alignment drawings, permit requirements, geotechnical report and possible sequencing of the construction. The PDR will be used as a guide in the preparation of final plans and specifications for the project. We will prepare a draft PDR and submit 5-bound copies for City review and comments. We will meet with City staff to discuss draft PDR and review comments. We will then incorporate City comments and prepare final PDR. We will submit 5-bound copies and 1-electronic copy.

### Phase 2 - Final Design

We propose to split the water and sewer projects into separate drawings sets. Each will have their own Title Sheet and General and Construction Note Sheet as well as technical specifications and bidding schedule. The approach below assumes the water and sewer drawings will be completed on the same schedule. We are flexible on this approach and can move the sewer design completion ahead of the water plans should the City decide to construct those improvements ahead of the water system construction. *Civiltec* will maintain a 'design notebook' throughout the project and will bring the notebook to each meeting for reference. The City will be provided with signed copies of the notebook as part of the final deliverables.

- A. **60% Construction Drawings.** *Civiltec* will prepare 60% construction drawings on 24-inch x 36-inch sheets with standard City title block, approvals and permits block, using AutoCAD



## EXHIBIT A

Version 2011 format. The plan and profile sheet(s) will be prepared at a horizontal scale of 1-inch = 40-feet and a vertical scale of 1-inch = 4-feet. Details shall be 20 scale or less.

The 60% Construction Drawings will include the approved pipeline alignment and all comments discussed in the Preliminary Design Review Workshop, signature blocks, approvals and permit blocks, title sheet, vicinity and location map, abbreviations, legend, utility contacts, basis of bearing, benchmark, locations and sizes of utilities, locations of improvements, connection and separation points, easements, property lines, rights-of-way, typical sections, and pertinent topographic survey data. These drawings will consist of: Title Sheet, General and Construction Note Sheet, Plan and Profile Sheets (for all 16-inch water pipelines and all sewer pipelines - 28 sheets are expected), Plan Sheets (for all 6-inch to 10-inch water pipelines - 8 sheets are expected), Detail Sheets (14 sheets are expected), and Traffic Control Plans (15 sheets are expected).

*Civiltec* will prepare and provide hydraulic tables on the sewer plans that indicate average, peak dry weather, peak wet weather flows with depths and ratio of depth to inside pipe diameter of each reach. The City will provide the data as well as any CCTV inspection videos for our review. The video documentation will be used to confirm sewer lateral locations.

- B. **60% Submittal and Review Meeting.** *Civiltec* will arrange a review meeting with the City staff and will provide the City staff with copies of the preliminary construction drawings showing proposed alignment. Seven (7) sets of drawings will be printed on 24-inch x 36-inch bond copies which will be provided to City Staff at least one (1) week in advance of the meeting. The meeting will be held to review and obtain comments and/or approval regarding the 60% design submittal. *Civiltec* will maintain minutes of the meeting and issue a formal list of meeting minutes including attendees and highlight of action items developed in the meeting.
- C. **Utility Verification and Potholing.** Saf-R-Dig and Brkich Construction will pothole existing utilities at crossing points along the approved 60% pipeline alignment and based upon the Preliminary Design Review Workshop. *Civiltec* has budgeted 40 potholes for the waterline and 20 potholes for the sewer pipeline along the pipe alignments to verify depth and location of existing utilities. Permits for the potholing will be pursued with each impacted agency. Potholes will be performed to an 8-foot depth for conflicting utilities currently existing between ground surface and this depth. Utilities located below an 8-foot depth will not be potholed as it is expected that the proposed profile alignment will be installed above this depth. Pothole locations will be sited and confirmed with the assistance of the respective Utility Owners through USA Dig Alert and record drawings as confirmed during the initial records and utility research effort. These locations will be tagged in the field and surveyed by *Civiltec*. Saf-R-Dig/Brkich will pothole at these tagged locations and report the depth to the top of the utility. Saf-R-Dig will determine the depth of the utilities by means of vacuum excavation (anticipated to be 50 potholes). Brkich will open cut specifically identified telephone and electrical banks to obtain top and bottom of the encasement (anticipated to be 10 potholes). Any spoils retrieved from the pothole will either

## EXHIBIT A

be re-compacted in place or borrow material will be utilized to resurface the area of pothole. New asphalt and or concrete will be placed to fill in the hole to finish surface. Saf-R-Dig and Brkich are licensed Contractors in the State of California. Saf-R-Dig potholing will be performed by vacuum potholing excavator. This piece of equipment is capable of surgically locating the utility of interest without creating a large excavation, thus reducing impact on existing improvements. All excavation work will be done in accordance with the excavation permit secured by Saf-R-Dig and Brkich. Traffic control for potholing activities will be designed and implemented by Saf-R-Dig/Brkich at all locations as required.

- D. **90% Construction Drawings, Specifications, and Engineer's Estimate.** *Civiltec* will prepare 90% construction drawings that will incorporate all 60% review comments, horizontal and vertical design elements, and input from permitting agencies/entities/utilities. Design changes will be made according to any conflicting information found in the utility verification and potholing. This submittal will also include: technical specifications, detailed engineer's estimate, and bid schedule in accordance with City requirements. Plans will be processed with City staff for approval.
- E. **Permitting.** *Civiltec* will issue 90% construction drawings for permitting through the various agencies. We will monitor and pursue the permits until obtained. The following permits will be pursued for the project:
1. The crossing of Beach Boulevard is anticipated to be open cut with placement of the carrier pipe in a casing through Caltrans right of way and will require a permit application and processing. The construction of the 10-inch pipe in Beach Boulevard is also anticipated to be open cut with no casing required. The City will pay all permitting fees.
  2. Any jack and bore crossing will require a Cal-OSHA tunnel classification permit to be prepared by *Civiltec* on behalf of the City. The City will pay all permit fees (although OSHA indicates the City is exempt).
  3. The new 16-inch pipeline along Chapman Avenue will cross the City of Stanton jurisdiction between Dale and the UPRR. It is assumed that the City will review pipeline plans and traffic control plans. The City will pay plan check fees, if required.
  4. The project will result in a land disturbance greater than one acre and is related to construction activity associated with a Linear Underground/Overhead Utility Project (LUP). It is estimated the project will disturb over 9 acres when a 12-foot wide impact is assumed along the entire project alignment. The anticipated staging areas will also be considered. *Civiltec* will prepare the required SWPPP per the scope listed in Phase 3.
  5. The Anaheim-Barber Storm Drain Channel will be crossed on Beach Boulevard and Chapman Avenue. The Rosalia Storm Channel adjacent to the UPRR will also be crossed. Each of these facilities is under the jurisdiction of the Orange County Flood Control District. There are additional large storm drain facilities in the abandoned SPRR right-of-way that will be crossed – the jurisdictional agency is unknown, but will be confirmed. *Civiltec* will prepare the required crossing plan and permit applications. The City will pay plan check fees.





## EXHIBIT A

6. The crossing of the UPRR will be performed via a jack and bore operation and will also require coordination with the railroad company including a permit application and processing. The City will pay all permit and licensing fees associated with this effort. We will investigate the Southern Pacific Railroad right-of-way just east of Gilbert Street to determine its present ownership.
  
- F. **Review Meeting (90%) with City Staff.** *Civiltec* will arrange the 90% review meeting with City staff. Seven (7) sets of drawings will be printed on 24-inch x 36-inch bond copies which will be provided to City Staff at least one (1) week in advance of the meeting. The purpose of the 90% review meeting will be to review the revised construction drawings, technical specifications, bid schedule, as well as document the review process for later submittals. *Civiltec* will maintain minutes and issue action items for the meeting.
  
- G. **99% Construction Drawings, Specifications, and Engineer's Estimate and 99% Review.** *Civiltec* will prepare 99% construction drawings that will incorporate all 90% review comments, horizontal and vertical design elements, and input from permitting agencies/entities/utilities. Design changes will be made according to any permitting input. This submittal will also include: technical specifications, detailed engineer's estimate, and bid schedule in accordance with City requirements. Plans will be processed with City staff for approval. *Civiltec* will arrange the 99% review meeting with City staff. Seven (7) sets of drawings will be printed on 24-inch x 36-inch bond copies which will be provided to City Staff at least one (1) week in advance of the meeting.
  
- H. **100% Construction Drawings, Specifications, and Engineer's Cost Estimate.** Based on City staff, utility companies, and other approval/permit agencies/entities comments from the 99% submittals, *Civiltec* will complete the final construction drawings, specifications, detailed engineer's construction cost estimate, and bid schedule in accordance with City requirements. Once the contract documents and engineer's construction costs estimate are complete, *Civiltec* will schedule a final project design meeting with City staff to present the completed contract documents for final review and acceptance.
  
- I. **Traffic Control/Traffic Handling Plans.** *Civiltec* shall prepare traffic control plans clearly identifying the staging and sequencing of construction for those areas that are within major arterial streets and those construction activities that influence these streets, as well as, provide traffic control plans for the commercial and school areas that are impacted by construction activities. Construction traffic detouring will provide ingress and egress to businesses and residents. Traffic control and detour information will also be included in the special provisions/technical specifications of the project specifications, including proper notification of adjacent businesses and residents. Those areas not requiring specific traffic control plans will be covered by the WATCH manual under which the Contractor will be subject. Caltrans design standards will be used for areas of the construction within their right-of-way. As mentioned above, we anticipate approximately 15 sheets of traffic control plans for the project.

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- J. **Review Meeting (100%) with City Staff.** *Civiltec* will arrange the 100% review meeting with City staff, peer reviewer, and approval/permit agencies/entities. Seven (7) sets of drawings will be printed on 24-inch x 36-inch bond copies which will be provided to City Staff at least one (1) week in advance of the meeting. *Civiltec* will maintain minutes of the meeting.
- K. **Final Construction Drawings, Specifications, and Engineer's Cost Estimate.** The final submittal will include the deliverables listed below. All soft electronic submittals will be electronically identified and organized to the satisfaction of the City. Written documentation will be prepared in Microsoft Word, tabularized material and estimates will be prepared in Microsoft Excel, and construction drawings will be submitted in AutoCAD, Version 2011.
1. Two (2) sets of plans (prints and mylars reverse read). Drawings shall be on 24-inch x 36-inch at 40 scale plan view and 4 scale vertical. Details shall be 20 scale or less. All drawings shall conform to City of Garden Grove standards and shall be signed and stamped by a registered civil engineer in the state of California. Project specifications and estimate with original signature and stamp by a registered civil engineer. Two (2) sets of projects specifications are required, one original set unbound and one set copied and bound.
  2. CD with AutoCAD drawings Release 2011 format without x-references of the project plans, Microsoft "Word" files of project specifications, and Microsoft Excel file of Engineer's cost estimate.
  3. Two (2) copies of a design notebook. The notebook shall include all pertinent correspondence, calculations, quantity and cost estimate. The final copies shall be signed and stamped by the registered engineer in charge.
- L. **Temporary and Permanent Easements.** *Civiltec* will prepare a description and exhibit for the permanent easement for the proposed water pipe segment at approximately 300 feet south of the intersection of Beach Boulevard and Catherine Avenue for tying the proposed water main to an existing dead end water main. The documents will be prepared and approved by a California Licensed land Surveyor. We will work with City Staff to get the easement recorded. The remainder of the alignment is with-in 'public right-of-way'. It is not anticipated temporary construction easements will be required.



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### Phase 3 – Construction General Permit-Order No. 2009-0009-DWQ

*Civiltec* will provide services as the Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) and assist the Legally Responsible Person (LRP) in applying for coverage under the requirements of the Construction General Permit, Order No. 2009-0009-DWQ, as amended by Order No. 2010-0014-DWQ. It is assumed in the scope above the sewer pipeline will be constructed as a separate project from the waterline. But since the same LRP will serve as the proponent for both Linear Underground Projects, that potential project separation does not exempt the sewer project from obtaining coverage under the Construction General Permit. Therefore, it is assumed that for the purposes of obtaining coverage under the General Permit, the construction of the water and sewer pipelines will be treated as a continuation of the same Linear Underground Project (LUP).

The Construction General Permit (CGP), Order No. 2009-0009-DWQ, requires that all dischargers appoint two positions, the Qualified SWPPP Developer (QSD), and the Qualified SWPPP Practitioner (QSP). The discharger shall insure that Storm Water Pollution Prevention Plans (SWPPP's) are written, amended, and certified (signed) by a QSD. The QSP is responsible to insure full compliance with the CGP and implementation of all elements of the SWPPP, including non-storm water and storm water visual observations and, sampling and analysis, the elimination of all unauthorized discharges, and the preparation of the annual compliance evaluation (annual report).

Prior to the start of construction activities, the LRP, or the LRP's Approved Signatory, must submit Permit Registration Documents (PRD's) and pay the required fees to the State Water Resources Control Board (SWRCB). The City will pay these fees. PRD's are submitted via the State Water Board's Stormwater Multi-Application and Report Tracking System (SMARTS) website. SMARTS is used to register projects, submit monitoring reports, submit laboratory results, submit annual reports, file NOI's and NOT's, submit SWPPP's, etc.

A. **General Permit Pre-construction Process.** As the QSD, *Civiltec* will perform the following tasks prior to the start of land disturbance activities associated with construction of the water and sewer pipelines:

1. Prepare the required Storm Water Pollution Prevention Plan (SWPPP). A site/project specific SWPPP will be prepared in accordance with the requirements in Attachment A of the General Permit. The SWPPP will be appropriate for the calculated Risk Level and LUP Type. Amendments for the SWPPP will be prepared as necessary.
2. Assist with filing the required Permit Registration Documents (PRD's) with the State Water Resources Control Board via the SMARTS website. The PRD's include the following:
  - ◆ Notice of Intent (NOI).
  - ◆ Risk Assessment.
  - ◆ Site Maps (three are required for LUP's).



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- ◆ Construction plans or appropriate drawings depicting storm drain inlet locations, water bodies that may receive discharges from the construction activities, and proposed BMP's.
  - ◆ SWPPP
  - ◆ Contact Information for all contractors responsible for each area of an LUP
3. At the completion of the construction, *Civiltec* will assist in filing the required Notice of Termination (NOT) and supporting documentation.
- B. General Permit Construction Process.** As the QSP, *Civiltec* will perform or supervise the following tasks in accordance with the monitoring and reporting requirements of the SWPPP:
1. Non-storm water and storm water visual monitoring (the *Civiltec* resident inspector).
  2. If there are sites where project related activity occurs, the QSP will perform the required visual observations of the site weekly, prior to a qualifying rain event, following a qualifying rain event, and every 24-hour period during a qualifying rain event, and complete the necessary Visual Inspection Field Log (the *Civiltec* resident inspector).
  3. If there are sites where project related activity occurs, the QSP will perform routine weekly inspections of BMP's, along with inspections before, during, and after qualifying rain events and complete the necessary BMP Inspection Reports (the *Civiltec* resident inspector).
  4. If there are sites where project related activity occurs, the QSP will perform daily inspection of tracking controls (the *Civiltec* resident inspector).
  5. Within the limits of the LUP, the QSP will conduct visual inspections and observations daily during working hours, and at least once each 24-hour period during storm events will conduct visual inspections of the BMP's (the *Civiltec* resident inspector).
  6. Within the limits of the LUP, the QSP will conduct pre and post rain inspections and complete the necessary Visual Inspection Field Log (the *Civiltec* resident inspector).
  7. Within the limits of the LUP, the QSP will take photographs of the site before, during, and after storm events and during inspections and submit the photographs through SMARTS once every three rain events (the *Civiltec* resident inspector).
  8. Insure that BMP's are maintained regularly to ensure proper and effective functionality and that corrective actions are implemented within 72 hours of identified deficiencies (the *Civiltec* resident inspector).
  9. Perform sampling and analysis (if required) and submit monitoring reports and laboratory results. This work will be managed by the *Civiltec* QSP. Sampling will be

## EXHIBIT A

performed by City staff and testing by the City's laboratory (*Civiltec* has not provided a budget for these efforts).

10. Consult the National Oceanographic and Atmospheric Administration (NOAA) daily for the weather forecasts. Weather reports will be printed and maintained with the SWPPP. This work will be performed by the *Civiltec* QSP.
11. Prepare and submit the required annual compliance evaluation (annual report). This work will be performed by the *Civiltec* QSP.

### Phase 4 – CEQA Process

*Civiltec* will prepare and assist the City in processing environmental documents in compliance with the California Environmental Quality Act (CEQA). The project is over one mile in length and therefore can not be classified as a Categorical Exemption (CE) under CCR Title 14, Section 15282 (k).

This Scope of Work has been prepared assuming an Initial Study/Mitigated Negative Declaration (IS/MND) will be required. The City of Garden Grove will be the lead agency for the project. The California Department of Transportation (Caltrans) will be a responsible agency for the issuance of an Encroachment Permit for the project for the segment along Beach Boulevard. It is assumed that technical studies will be conducted in compliance with CEQA requirements but that completion of the studies in compliance with the Caltrans Standard Environmental Reference will not be necessary. In addition, permits will be required from the following agencies: (1) the County of Orange for proposed crossing of the Anaheim-Barber Channel along Beach Boulevard and also in Chapman Avenue between Dale Avenue and Beach Boulevard; (2) the Union Pacific Railroad for the proposed crossing in Chapman Avenue immediately west of Santa Rosalia Street; and (3) the City of Stanton for an encroachment permit and approval of traffic control plans for the section of Chapman Avenue that run along the City of Stanton's limits.

The following CEQA process is proposed to be conducted by the *Civiltec* management and staff. We do not anticipate any geotechnical work associated with the CEQA process, however if required, our work will be supplemented by Tom Benson and the Leighton Group on any geotechnical input.

- A. **Identify primary goals and project objectives.** Review pertinent project documentation, including aerial photographs, site maps, and any previously prepared environmental documents. The primary goals and objectives of the project will be defined and key elements of the proposed activities will be characterized to develop a project description that will serve as the basis for preparation of an initial study environmental checklist in accordance with Appendix I of the CEQA Statutes and Guidelines.

## EXHIBIT A

B. **Perform the Initial Study and CEQA Checklist.** The Initial Study consists of a cover sheet identifying the project, location, and project purpose; table of contents, project information; environmental checklist; discussion of environmental issues, and references. The Environmental Checklist Form will include: Project Title, Lead Agency Name and Address, Contact Person and Phone Number, Project Location, Project Sponsor's Name and Address, General Plan Designation, Zoning, Description of Project, Surrounding Land Uses and Setting, and a List of Other Agencies Whose Approval is Required. The Environmental Analysis will address the fifteen issues identified in Appendix I of the CEQA Guidelines:

- ◆ Land Use and Planning
- ◆ Population and Housing
- ◆ Geologic Problems
- ◆ Water
- ◆ Air Quality
- ◆ Transportation/Circulation
- ◆ Biological Resources
- ◆ Energy and Mineral Resources
- ◆ Hazards
- ◆ Noise
- ◆ Public Services
- ◆ Utilities and Service Systems
- ◆ Aesthetics
- ◆ Cultural Resources
- ◆ Recreation

A brief discussion of potentially significant impacts identified in the initial study environmental checklist will be included as necessary.

- C. **Prepare the Mitigated Negative Declaration for the Project.** The Mitigated Negative Declaration (MND) will be prepared consistent with the *Guidelines for Implementing the California Environmental Quality Act*. Completion of the Initial Study Environmental Checklist, as described above, will be the first step in preparation of the MND. The MND will incorporate all the relevant issues normally addressed in an initial study/environmental checklist pursuant to Appendix I of *Guide to the California Environmental Quality Act*. We will complete the necessary literature review, records search, agency coordination, and fieldwork to characterize the baseline conditions, assess potential for the proposed project to result in significant impact(s), and identify measures to mitigate significant impact(s). Documentation included in the literature review will include, but not be limited to, the following: (1) local city general plans; (2) *Regional Comprehensive Plan* (Southern California Association of Governments); and (3) The California Department of Fish and Game Natural Diversity Database (CNDDB).
- D. Provide the prepared documents to the City for implementation of the remainder of the CEQA process. We will work with City staff and City Attorney in this process to ensure

## EXHIBIT A

the proper steps are implemented. We will prepare a Notice of Availability/Notice of Intent to Adopt an MND (NOA/NOI) for City review and approval. The NOA/NOI will contain a brief description of the proposed project and its location, starting and ending dates for public review, data and time for any scheduled public hearings, addresses where copies of the IS/MND are available for review, and any other required information. All filing fees will be paid by the City.

- E. Attend two (2) public meetings to respond to questions and provide input regarding the MND. Following adoption of the IS/MND by the City Council, we will prepare the Notice of Determination (NOD) to be filed with the County Clerk and the State Clearinghouse.

### Phase 5 – Bidding Services

- A. **Assist with Bidding Process and Award:** Assist the City in the bidding and award of the contract documents to include:
  1. Answering contractor's questions.
  2. Issuing addenda.
  3. Attend a pre-bid meeting with potential contractors.
  4. Reviewing the bids/verifying contractor references.
  5. Assisting the City in recommending award of contract.

### Phase 6 – Construction Management

- A. Provide the services of a Construction Manager (CM) for the project. The CM will be responsible for overall supervision of work assignments, successful completion of the project and attendance at critical meetings with the City. Hours for this task are spread into each of the specific tasks listed below.
- B. Arrange and conduct a preconstruction meeting under supervision of the Construction Manager. Distribute agenda and minutes to Project Team. Video record the site with the Project Team prior to construction and post construction. Provide the DVD to the City. We will document the condition of the existing roadways to ensure that any existing damage is well documented. We will perform this same review at the end of the construction project and document any changes to streets.
- C. Arrange and conduct regular and weekly job site meetings with the City, inspector, contractor and participating outside consultants and agencies. Develop agenda of issues to be discussed and minutes of the meeting outlining action items for the contractor and each Project Team member. We believe these weekly jobsite meetings keep the contractor focused on the tasks at hand and upcoming tasks. Hours for this task are spread into full time inspection task listed below.
- D. Arrange and conduct monthly management meetings at the City's office with the Project

## EXHIBIT A

- Team to update work progress, schedule, and contractor performance. Distribute agenda and minutes to Project Team. Review contractor's invoicing and changes in work. Provide updates of above to Project Team on a continual basis to expedite work progress.
- E. Maintain the master construction schedule. Continually develop methods to expedite work progress and monitor contractor's progress with work in relation to the schedule and provide solutions. We will notify all parties involved of critical path issues as they arise.
  - F. Obtain, manage and review shop drawings, manufacturer's submittals and safety instructions on each phase of the work. Continually track progress of submittals and approvals to insure contractual compliance. Issue monthly report on status of submittals.
  - G. Coordinate construction activities with adjacent land owners, agencies, utility companies, the public and parties utilizing the site and adjacent streets. Coordinate contractor's requirements for power and water. Document contractor's relations with any outside parties and site security measures.
  - H. Observe and record the physical condition of any temporary site security measures provided by the contractor. Verify that the contractor understands and maintains the security requirements of the project.
  - I. Provide on-going full-time inspection of construction work identified herein to assure quality of construction and adherence to specifications, drawings, the CEQA Documents, SWPPP and submittals. Document daily work progress with written logs, digital photographs and video logs as well as monitor all major equipment deliveries in accordance with approved shop drawings. Provide weekly summary reports to the City and Project Team documenting progress that will include daily reports, test results and an updated schedule. *Civiltec* has the ability to provide offsite inspection, as necessary, to insure quality control and compliance with submittals, as requested by the City. Observe the contractor for compliance with site and job safety requirements. Inform the City of any concerns or problems concerning site or job safety observed. Our inspector will implement the requirements as identified in Phase 3 Task B listed above for the construction phase storm water discharge requirements.
  - J. Manage requests for RFI's and change orders by the contractor. Provide RFI's and requests for change orders with documentation to the City and design engineers for review and recommendations. Implement changes as required and directed by the Project Team.
  - K. Obtain, verify, analyze and process contractor's request for monthly progress pay estimates and the final pay request. Obtain conditional and unconditional lien releases from contractors. Receive and review certified payroll for compliance with the Contract.
  - L. In concert with the contractor, maintain the official construction record drawings



## EXHIBIT A

indicating any changes in the design, materials, dimensions and details.

- M. Arrange and conduct the final inspection of work placed into service to be witnessed by the Project Team.
- N. Prepare a "punch list" of all items to be completed by the contractor to obtain final completion. Insure items are completed.
- O. Coordinate the need for field geotechnical, geologic, and technical personnel to conduct observations and compaction testing at the project site. Coordinate laboratory services for soil compaction, concrete break tests and for rebar sample tests and report all results of testing. The City will provide the geotechnical engineer necessary to complete the required field services.
- P. Coordinate the services of a land surveyor to provide construction staking control at the site. The Contractor will be required to provide his own staking. Verify that all survey monuments are in tact or have been replaced.
- Q. Resolve all outstanding payment issues and recommend final payment to contractor.
- R. Prepare and provide a completion report to the City consisting of a discussion of construction activities, final schedule, contractor evaluation, photographs, reports, test results, change orders, and miscellaneous documentation.
- S. Ensure adequacy of the contractor's as-built drawings and completeness of the drawings. Update the record drawings from field documentation and issue official as-built drawings to the City.
- T. Meet with the City Management to close out the Project.

**EXHIBIT B**

**SCHEDULE OF PAYMENT**



General Civil, Municipal, Water and Wastewater Engineering, Planning,  
 Construction Management and Surveying  
 Monrovia, Prescott Phoenix

April 22, 2011

**EXHIBIT B**



City of Garden Grove  
 Public Works Department, Water Division  
 13802 Newhope Street  
 Garden Grove, CA 92843

Attention: Samuel Kim, P.E., Project Engineer

Subject: Budget Proposal to Provide Professional Civil Engineering and Surveying Design Services for the City of Garden Grove Water and Sewer Improvements – Water Transmission Main (Gateway Pipeline) and Priority Sewer Project No. 72

Dear Mr. Kim:

*CIVILTEC engineering, inc. (Civiltec)* proposes to provide the Scope of Services per our Proposal dated April 11, 2011 for the subject project on a time and materials basis per the attached rate schedule, not to exceed the following total budget, without written authorization from City of Garden Grove. We have provided a cost breakout for the water and sewer projects separately to assist you in allocating properly to each project funding source.

	WATER	SEWER	TOTAL
Phase 1 - Preliminary Design	\$121,660.00	\$ 21,495.00	\$143,155.00
Phase 2 - Final Design	\$341,120.00	\$ 67,310.00	\$408,430.00
Phase 3 – Construction General Permit	\$ 11,180.00	\$ 2,960.00	\$ 14,140.00
Phase 4 – CEQA Process	\$ 28,205.00	\$ 5,235.00	\$ 33,440.00
<b>SUBTOTAL FOR DESIGN PHASES</b>	<b>\$502,165.00</b>	<b>\$ 97,000.00</b>	<b>\$599,165.00</b>
Phase 5 - Bidding Services	\$ 10,815.00	\$ 2,615.00	\$ 13,430.00
Phase 6 - Construction Management	\$145,355.00	\$ 30,745.00	\$176,100.00
<b>SUBTOTAL FOR CONSTRUCTION PHASES</b>	<b>\$156,170.00</b>	<b>\$ 33,360.00</b>	<b>\$189,695.00</b>
<b>GRAND TOTAL FOR ALL PHASES</b>	<b>\$658,335.00</b>	<b>\$130,360.00</b>	<b>\$788,695.00</b>

Enclosed herewith is a Company Rate Schedule that we will keep in effect for the duration of the Project and an Engineering Cost Analysis for your review.

**City of Garden Grove**  
Samuel Kim, P.E., Project Engineer  
Professional Engineering Services for Water and Sewer Improvements  
April 22, 2011  
Page 2



*CIVILTEC engineering, inc.* will be pleased to enter into the City's Standard Agreement for the services identified in our Proposal. We look forward to assisting you and the City of Garden Grove in successful completion of the design and construction management of the Water Transmission Main (Gateway Pipeline) and Priority Sewer Project No. 72, if chosen to undertake this important assignment.

Please contact me with any questions you may have. We are available to discuss this Proposal at your convenience. This Cost Proposal is valid for a period of 90 days.

Very truly yours,

*CIVILTEC engineering, inc.*

A handwritten signature in black ink, appearing to read 'W. David Byrum', is written over a horizontal line.

W. David Byrum, P.E.  
Senior Vice President  
Principal Engineer

WDB:dlo

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General Civil, Transportation, Municipal, Water and Wastewater Engineering  
Planning, Construction Management and Surveying  
Monrovia Prescott Phoenix

**RATE SCHEDULE**

EFFECTIVE UNTIL DECEMBER 31, 2012

Principal Engineer.....	\$190.00
Principal Engineer - Expert Witness Testimony.....	\$325.00
Senior Engineer.....	\$175.00
Project Manager.....	\$150.00
Project Engineer.....	\$140.00
Staff Engineer.....	\$135.00
Senior Designer.....	\$125.00
Designer.....	\$115.00
Designer/Drafter.....	\$100.00
Planning Technician.....	\$95.00
Senior Resident Engineer/Inspector.....	\$90.00
Resident Engineer/Inspector.....	\$80.00
Drafter.....	\$80.00
Senior Administrative Assistant.....	\$75.00
Administrative Assistant/Clerical.....	\$65.00
One Man Survey Party.....	\$175.00
Two Man Survey Party.....	\$225.00
Survey Manager.....	\$130.00
Staff Land Surveyor.....	\$115.00
Survey Technician.....	\$100.00
Subcontracted Services.....	Cost plus 15%
Mileage.....	\$0.55/mile

**NOTE:** All rates are effective until December 31, 2012. Any increases in rates after that date will be limited to 8% maximum.

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**CITY OF GARDEN GROVE**  
Gateway Waterline and Sewer Improvement Projects

CITY OF GARDEN GROVE GATEWAY WATERLINE AND SEWER IMPROVEMENT PROJECTS																
ENGINEERING COST ESTIMATE																
DATE: 11-Apr-11																
	HOURS BY PE	HOURS BY FM	HOURS BY PIE	HOURS BY SE	HOURS BY Dr	HOURS BY PT	HOURS BY D	HOURS BY AA	HOURS BY RI	SURVEY WSS	AERIAL Don Read	GEOTECH Leighton	POTHOLING SAF-r-DIG	POTHOLING Bkch	EXPENSES	TOTAL BUDGET
RATE	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>PHASE 1 - PRELIMINARY DESIGN</b>																
A	4	4	4	4	4	88									2,600.00	1,920.00
B	2	2	2	2	2	12										1,700.00
C	4	4	4	4	4	12					14,670.00					11,140.00
D	4	12	40	62	82		360									29,510.00
E	2	2	2	2	2											74,945.00
F	5	5	5	5	5							13,580.00				14,260.00
G	2	8	40	2	2											2,400.00
H	2	8	40	2	2											7,180.00
I	17	33	99	62	82	100	360	0	0							753
BUDGET	\$ 3,230.00	\$ 4,950.00	\$ 13,860.00	\$ 8,370.00	\$ 9,430.00	\$ 9,500.00	\$ 28,900.00	\$ -	\$ -	\$ 34,265.00	\$ 14,670.00	\$ 13,580.00	\$ -	\$ -	\$ 2,500.00	\$ 143,155.00
<b>SUBTOTAL PHASE 1</b>																
							143,155.00									
<b>PHASE 2 - FINAL DESIGN</b>																
A	8	24	80	124	155		720	20							200.00	109,985.00
B	5	5	5	5	5			4								2,860.00
C	4	16	48	10	62		520	24		5,280.00			50,485.00	48,510.00	200.00	107,925.00
D	4	4	4	4	4											71,960.00
E	4	8	16	16	120											15,600.00
F	5	5	5	5	5			4								2,660.00
G	2	4	24	12	24	88	88	16							200.00	17,900.00
H	2	4	12	12	8	28	28	20								8,740.00
I	4	8	4	150	80	350	350	4								59,970.00
J	5	5	5	5	5											2,660.00
K	4	8	12	12	8	12	12	20		1,660.00					250.00	5,190.00
L	4	4	4	4	4	8	8	8								4,980.00
M	47	87	227	370	357	128	1718	112	0							3046
BUDGET	\$ 8,900.00	\$ 13,950.00	\$ 31,780.00	\$ 49,950.00	\$ 41,655.00	\$ 12,160.00	\$ 137,440.00	\$ 7,280.00	\$ -	\$ 6,940.00	\$ -	\$ -	\$ 50,485.00	\$ 48,510.00	\$ 850.00	\$ 408,430.00
<b>SUBTOTAL PHASE 2</b>																
							408,430.00									

**CITY OF GARDEN GROVE**  
*Gateway Waterline and Sewer Improvement Projects*

CITY OF GARDEN GROVE GATEWAY WATERLINE AND SEWER IMPROVEMENT PROJECTS													
ENGINEERING COST ESTIMATE													
DATE: 11-Apr-11													
HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY	HOURS BY
FE	PM	PIE	SE	DI	PT	D	AA	RI	WSS	AERIAL	GEOTECH	POT-HOLING	POT-HOLING
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	Don Read	Leighton	Bitrich	Bitrich
190.00	150.00	140.00	135.00	115.00	95.00	80.00	65.00	80.00					
<b>PHASE 3 - CONSTRUCTION GENERAL PERMIT</b>													
A	4			20		24							
B	32												
HOURS	8	56	0	20	0	24	0	0					
BUDGET	\$ 1,520.00	\$ 8,400.00	\$ -	\$ 2,300.00	\$ -	\$ 1,920.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL PHASE 3</b>													
						<b>14,140.00</b>							
<b>PHASE 4 - CEQA PROCESS</b>													
A	16												
B	40	24			16								
C	16	8			4								
D	24												
E	8												
HOURS	104	36	40	0	20	0	12	0					
BUDGET	\$ 19,760.00	\$ 5,400.00	\$ 5,600.00	\$ -	\$ 1,900.00	\$ -	\$ 780.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL PHASE 4</b>													
						<b>33,440.00</b>							
<b>SUBTOTAL ALL DESIGN PHASES</b>													
						<b>589,165.00</b>							
<b>PHASE 5 - BIDDING SERVICES</b>													
A1	4		12		16								
A2	2		4		8								
A3	1		4		6								
A4	2		2		4								
HOURS	9	30	34	16	0	0	0	0					
BUDGET	\$ 1,710.00	\$ 4,800.00	\$ 4,760.00	\$ 2,160.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL PHASE 5</b>													
						<b>13,430.00</b>							
<b>TOTAL BUDGET</b>													
						<b>840,000.00</b>							
<b>TOTAL EXPENSES</b>													
						<b>840,000.00</b>							
<b>TOTAL BUDGET</b>													
						<b>14,140.00</b>							
<b>TOTAL BUDGET</b>													
						<b>14,140.00</b>							

**CITY OF GARDEN GROVE**  
Gateway Waterline and Sewer Improvement Projects

CITY OF GARDEN GROVE GATEWAY WATERLINE AND SEWER IMPROVEMENT PROJECTS ENGINEERING COST ESTIMATE DATE: 11-Apr-11																	
	HOURS BY PE	HOURS BY PM	HOURS BY P/E	HOURS BY SE	HOURS BY Dr	HOURS BY PT	HOURS BY D	HOURS BY AA	HOURS BY WSS	AERIAL Don Reed	GEOTECH Leighton	POTHOLING SAF-r-DIG	POTHOLING Brtch	EXPENSES	TOTAL BUDGET		
RATE	\$ 190.00	\$ 150.00	\$ 140.00	\$ 135.00	\$ 115.00	\$ 95.00	\$ 80.00	\$ 65.00	\$ 80.00								
<b>PHASE 6 - CONSTRUCTION MANAGEMENT</b>																	
A	8	8	4					4	24						\$ 5,460.00		
B															\$ 8,720.00		
C	24	8	16					18	24						\$ 4,980.00		
D	8	4	16												\$ 9,720.00		
E	8	8	16	24											\$ 1,520.00		
F	8	8	16												\$ 760.00		
G	8	8												\$ 750.00	\$ 97,150.00		
H	4								1080						\$ 10,240.00		
I	16	8	16				20								\$ 5,120.00		
J	24	4						24							\$ 5,120.00		
K	8	4	12												\$ 4,600.00		
L	12	8	8												\$ 3,440.00		
M	12	4	4												\$ 1,920.00		
N	4	4	4												\$ 2,940.00		
O	4	4	4												\$ 2,940.00		
P	4	4	4												\$ 2,940.00		
Q	8	8	16	4				8	20						\$ 2,880.00		
R	8	4	16				80	24							\$ 11,570.00		
S	8	4	16												\$ 2,880.00		
T	6	6	6												\$ 1,762		
U	170	74	118	72	0	24	80	76	1148						\$ 1,600.00		
BUDGET	\$ 22,900.00	\$ 11,100.00	\$ 16,520.00	\$ 9,720.00	\$ 2,280.00	\$ 2,280.00	\$ 5,400.00	\$ 4,940.00	\$ 91,840.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 176,100.00		
<b>SUBTOTAL PHASE 6</b>																	
<b>TOTAL CONSTRUCTION PHASE SERVICES</b>																	
GRAND TOTAL																	
CIVILTEC LABOR (MINUS EXPENSES & SUBCONSULTANTS)																	
CIVILTEC MANHOURS																	
CIVILTEC COST PER MANHOUR																	
PE	Principal Engineer	David Byrum, Terry Karger	Dr														Martin Oanes, Dan Busque, Pete Hilke, Jorge Martinez
PM	Project Manager	Shem Haas	PT														Sara Canche
P/E	Project Engineer	David, Song, Octavio Solorza	D														Omner Messa, Jenny Tsan, Raymond Chan, Brian Sandona
SE	Staff Engineer	Charlie Davine, Anthony Herda, Richard Hacker	AA														Diana, Occhipinti, Jackie Barreto



**CITY OF GARDEN GROVE**  
Gateway Waterline Improvement Project

CITY OF GARDEN GROVE GATEWAY WATERLINE PROJECT ENGINEERING COST ESTIMATE																
DATE: 22-Apr-11																
	HOURS BY PE	HOURS BY PM	HOURS BY PIE	HOURS BY SE	HOURS BY DI	HOURS BY PT	HOURS BY D	HOURS BY AA	HOURS BY RI	SURVEY WSS	AERIAL Dot Read	GEOTECH Leighton	POTHOLING SAF-DIG	POTHOLING Bittech	EXPENSES	TOTAL BUDGET
<b>PHASE 1 - PRELIMINARY DESIGN</b>																
A	3						80.00									\$ 1,440.00
B	2						10									\$ 2,200.00
C	4															\$ 1,510.00
D	3															\$ 26,595.00
E	3	10	35	50	70		320									\$ 66,677.00
F	2															\$ 8,678.00
G	4															\$ 1,920.00
H	2	6	32													\$ 5,760.00
I	14	28	84	50	70	90	320	0	0							\$ 654
BUDGET	\$ 2,660.00	\$ 3,900.00	\$ 11,760.00	\$ 6,750.00	\$ 8,050.00	\$ 8,550.00	\$ 25,600.00	\$ 0	\$ 0	\$ 30,639.00	\$ 13,203.00	\$ 8,148.00	\$ -	\$ -	\$ 2,200.00	\$ 121,660.00
<b>SUBTOTAL PHASE 1</b>																
							\$ 121,660.00									
<b>PHASE 2 - FINAL DESIGN</b>																
A	7	20	70	112	135		660	16								\$ 98,780.00
B	4		4					3								\$ 2,115.00
C	3	12	48	58	84		480	20								\$ 71,925.00
D	3	6	12	12												\$ 67,295.00
E	3	6	12			110										\$ 13,600.00
F	4	4	4					3								\$ 2,115.00
G	2	4	18	8	18		80	12								\$ 14,005.00
H	2	3	8	10	6		20	16								\$ 6,630.00
I	3	7	2	130	72		320									\$ 53,330.00
J	4	4	4					3								\$ 2,115.00
K	3	7	10					16								\$ 4,260.00
L	4		6			8	12									\$ 4,980.00
HOURS	39	71	193	328	315	118	1682	89	0							2733
BUDGET	\$ 7,410.00	\$ 10,850.00	\$ 27,020.00	\$ 44,010.00	\$ 36,225.00	\$ 11,210.00	\$ 128,580.00	\$ 5,765.00	\$ 0	\$ 5,198.00	\$ -	\$ -	\$ 33,625.00	\$ 32,502.00	\$ 725.00	\$ 341,120.00
<b>SUBTOTAL PHASE 2</b>																
							\$ 341,120.00									

**CITY OF GARDEN GROVE**  
Gateway Waterline Improvement Project

CITY OF GARDEN GROVE GATEWAY WATERLINE PROJECT ENGINEERING COST ESTIMATE																
DATE: 22-Apr-11																
	HOURS BY PE	HOURS BY PM	HOURS BY PIE	HOURS BY SE	HOURS BY DI	HOURS BY PT	HOURS BY D	HOURS BY AA	HOURS BY RI	SURVEY WSS	AERIAL Don Road	GEOTECH Leighton	POTHOLES SAF-DIG	POTHOLES Brick	EXPENSES	TOTAL BUDGET
<b>PHASE 3 - CONSTRUCTION GENERAL PERMIT</b>																
A	3				16		20									\$ 7,010.00
B	3															\$ 4,170.00
HOURS	6	44	0	0	16	0	20	0	0							86
BUDGET	\$ 1,140.00	\$ 6,600.00	\$ 0	\$ 0	\$ 1,840.00	\$ 0	\$ 1,600.00	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 11,800.00
<b>SUBTOTAL PHASE 3</b>																
							11,180.00									
<b>PHASE 4 - CEGA PROCESS</b>																
A	14	3														\$ 3,110.00
B	34	22	28			12		7								\$ 19,275.00
C	14	6				3										\$ 4,860.00
D	20															\$ 3,930.00
E	6															\$ 1,140.00
HOURS	88	31	34	0	0	15	0	10	0							178
BUDGET	\$ 16,720.00	\$ 4,650.00	\$ 4,760.00	\$ 0	\$ 0	\$ 1,425.00	\$ 0	\$ 650.00	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 28,205.00
<b>SUBTOTAL PHASE 4</b>																
							28,205.00									
<b>SUBTOTAL ALL DESIGN PHASES</b>																
							502,165.00									
<b>PHASE 5 - BIDDING SERVICES</b>																
A1	3	10	12	10												\$ 5,100.00
A2	2	7	6	3												\$ 2,875.00
A3	1	3	3	5												\$ 1,450.00
A4	2	1	1	13												\$ 530.00
HOURS	8	26	26	31	0	0	0	0	0							73
BUDGET	\$ 1,520.00	\$ 3,900.00	\$ 3,640.00	\$ 1,785.00	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 10,815.00
<b>SUBTOTAL PHASE 5</b>																
							10,815.00									

**CITY OF GARDEN GROVE**  
Gateway Waterline Improvement Project

CITY OF GARDEN GROVE GATEWAY WATERLINE PROJECT ENGINEERING COST ESTIMATE																
DATE: 22-Apr-11																
	HOURS BY PE	HOURS BY PM	HOURS BY P/E	HOURS BY SE	HOURS BY DR	HOURS BY PT	HOURS BY D	HOURS BY AA	HOURS BY RI	HOURS BY WSS	AERIAL Don Reed	GEOTECH Leighton	POTHOLES SAF--DIG	POTHOLES Balkh	EXPENSES	TOTAL BUDGET
<b>PHASE 6 - CONSTRUCTION MANAGEMENT</b>																
A	6	6	3					3	20							\$ 4,855.00
B																\$
C	18	6						13	20							\$ 6,765.00
D	7	3	14													\$ 3,740.00
E	4	6	12	20												\$ 7,940.00
F	7					20										\$ 1,330.00
G	3								900							\$ 570.00
H							16								\$	\$ 72,675.00
I	14	6	14	13												\$ 8,555.00
J	21	7														\$ 5,355.00
K	4	4	10					21								\$ 4,660.00
L	10	7														\$ 3,930.00
M	10	3	3													\$ 2,770.00
N	7															\$ 1,330.00
O	3	3	3													\$ 1,440.00
P	6	6							6							\$ 1,530.00
Q	7	4	13	3				20	16							\$ 6,705.00
R	4	4	4													\$ 9,865.00
S	4	4	4													\$ 200.00
T	4	4	4													\$ 1,920.00
HOURS	140	58	95	99	0	20	63	63	955							1489
BUDGET	\$ 26,600.00	\$ 8,700.00	\$ 13,300.00	\$ 7,965.00	\$ 0	\$ 1,900.00	\$ 5,440.00	\$ 4,095.00	\$ 76,480.00	\$	\$	\$	\$	\$	\$	\$ 145,355.00
<b>SUBTOTAL PHASE 6</b>																
							\$ 145,355.00									
<b>TOTAL CONSTRUCTION PHASE SERVICES</b>																
							\$ 156,170.00									
<b>GRAND TOTAL</b>																
							\$ 658,335.00									
<b>CIVILTEC LABOR (MINUS EXPENSES &amp; SUBCONSULTANTS)</b>																
							\$ 531,695.00									
<b>CIVILTEC MANHOURS:</b>																
							\$ 5183									
<b>CIVILTEC COST PER MANHOUR</b>																
							\$ 102.58									
PE	Principal Engineer	David Byrum, Terry Karger				Dr			Designer							Martin Oanes, Dan Busque, Pete Hike, Jorge Martinez
PM	Project Manager	Shem Haes				PT			Planning Technician							Sara Canche
P/E	Project Engineer	David, Song, Octavio Solorza				D			CAD Drafter							Ommer Mesa, Jenny Tsan, Raymond Chan, Brian Sandona
SE	Staff Engineer	Charlie Devine, Anthony Herda, Richard Hacker				AA			Admin Assistant							Diana, Occhipinti, Jackie Barreto

**CITY OF GARDEN GROVE**  
Priority Sewer Improvement Project No. 72

CITY OF GARDEN GROVE PRIORITY SEWER IMPROVEMENT PROJECT NO. 72 ENGINEERING COST ESTIMATE DATE: 22-Apr-11																
	HOURS BY PE	HOURS BY PVI	HOURS BY PIE	HOURS BY SE	HOURS BY DR	HOURS BY PT	HOURS BY D	HOURS BY AA	HOURS BY RT	SURVEY WSS	AERIAL Don Read	GEOTECH Leghton	POTHOLES SAFE-DIG	POTHOLES Birch	EXPENSES	TOTAL BUDGET
<b>PHASE 1 - PRELIMINARY DESIGN</b>																
A	1	1	1					80.00								\$ 480.00
B			8												\$ 300.00	\$ 1,950.00
C			2													\$ 150.00
D			1							\$ 1,498.00	\$ 1,467.00					\$ 3,015.00
E	1	2	4	12	12		40			\$ 2,018.00						\$ 9,265.00
F			1									\$ 5,432.00				\$ 5,992.00
G			1													\$ 490.00
H			8													\$ 1,420.00
I			2													\$ 99
J	3	7	15	12	12	10	40			\$ 3,426.00	\$ 1,467.00	\$ 5,432.00			\$ 300.00	\$ 21,495.00
K	570.00	1,050.00	2,100.00	1,620.00	1,380.00	950.00	3,200.00									
L	BUDGET \$															
<b>SUBTOTAL PHASE 1</b>																
							21,495.00									
<b>PHASE 2 - FINAL DESIGN</b>																
A	1	4	10	12	20		60									\$ 25.00
B	1	1	1				1									\$ 545.00
C			3	2						\$ 1,742.00			\$ 16,660.00	\$ 16,008.00		\$ 35,100.00
D	1	4	4	4	6		30									\$ 4,705.00
E	1	2	4			10										\$ 2,000.00
F	1	1	1	6	6		8									\$ 545.00
G			6	4												\$ 2,995.00
H	1	1	4	2	2		8									\$ 2,110.00
I			2	20	8		30									\$ 6,940.00
J	1	1	1													\$ 545.00
K	1	1	2													\$ 930.00
L			1													\$ 50.00
M	8	16	34	44	42	10	136	23	0							\$ 313
N	1,520.00	2,400.00	4,760.00	5,940.00	4,830.00	950.00	10,880.00	1,495.00		\$ 1,742.00			\$ 16,660.00	\$ 16,008.00	\$ 125.00	\$ 67,910.00
<b>SUBTOTAL PHASE 2</b>																
							67,310.00									

**CITY OF GARDEN GROVE**  
Priority Sewer Improvement Project No. 72

CITY OF GARDEN GROVE PRIORITY SEWER IMPROVEMENT PROJECT NO. 72 ENGINEERING COST ESTIMATE DATE: 22-APR-11																
	HOURS BY PE	HOURS BY PM	HOURS BY PIE	HOURS BY SE	HOURS BY OT	HOURS BY PT	HOURS BY D	HOURS BY AA	HOURS BY RT	SURVEY WSS	AERIAL Don Read	GEOTECH Logition	POTHOLES SAF-DIG	POTHOLES Bksh	EXPENSES	TOTAL BUDGET
	\$ 190.00	\$ 150.00	\$ 140.00	\$ 135.00	\$ 115.00	\$ 95.00	\$ 80.00	\$ 65.00	\$ 90.00							
<b>PHASE 3 - CONSTRUCTION GENERAL PERMIT</b>																
A	1	4		4												
B	1	6														
HOURS	2	12	0	0	4	0	4	0	0							22
BUDGET	\$ 390.00	\$ 1,800.00	\$ -	\$ -	\$ 460.00	\$ -	\$ 320.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,960.00
<b>SUBTOTAL PHASE 3</b>																
							\$ 2,960.00									
<b>PHASE 4 - CEQA PROCESS</b>																
A	2	1														
B	6	2	4			4		1								
C	2	2	2			1										
D	4															
E	4															
HOURS	16	5	6	0	0	5	0	2	0							34
BUDGET	\$ 3,040.00	\$ 750.00	\$ 840.00	\$ -	\$ -	\$ 475.00	\$ -	\$ 130.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,235.00
<b>SUBTOTAL PHASE 4</b>																
							\$ 5,235.00									
<b>SUBTOTAL ALL DESIGN PHASES</b>																
							\$ 97,000.00									
<b>PHASE 5 - BIDDING SERVICES</b>																
A1	1	2	4	2												
A2	1	1	2	1												
A3	1	1	1													
A4	1	1	1													
HOURS	1	6	8	3	0	0	0	0	0							18
BUDGET	\$ 190.00	\$ 900.00	\$ 1,120.00	\$ 405.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,615.00
<b>SUBTOTAL PHASE 5</b>																
							\$ 2,615.00									

**CITY OF GARDEN GROVE**  
Priority Sewer Improvement Project No. 72

CITY OF GARDEN GROVE PRIORITY SEWER IMPROVEMENT PROJECT NO. 72 ENGINEERING COST ESTIMATE																
DATE:	HOURS BY PE	HOURS BY PM	HOURS BY PIE	HOURS BY SE	HOURS BY DR	HOURS BY PT	HOURS BY D	HOURS BY AA	HOURS BY RT	SURVEY WSS	AERIAL Don Reed	GEOTECH Leighton	POTHOLING SAF-r-DIG	POTHOLING Briech	EXPENSES	TOTAL BUDGET
<b>PHASE 6 - CONSTRUCTION MANAGEMENT</b>																
A																
B	2	2	1					1	4							\$ 1,205.00
C	6	2														\$ 1,955.00
D	1	2	2					3	4							\$ 620.00
E	0	1	2	0	0	0										\$ 1,760.00
F	0	2	4	4	0	4										\$ 1,900.00
G	1															\$ 190.00
H	1															\$ 190.00
I	2								190						75	\$ 14,475.00
J	3			3												\$ 1,885.00
K	1															\$ 765.00
L	1			2				3								\$ 740.00
M	2															\$ 670.00
N	2															\$ 670.00
O	1															\$ 190.00
P	1															\$ 480.00
Q	2															\$ 570.00
R	2															\$ 1,955.00
S	1	0													50	\$ 1,705.00
T	2															\$ 560.00
	30	16	23	13	0	4	12	13	192						303	\$ 3,074.50
HOURS	\$ 5,760.00	\$ 2,400.00	\$ 3,220.00	\$ 1,755.00	\$ -	\$ 380.00	\$ 960.00	\$ 845.00	\$ 15,360.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125.00	\$ 30,745.00
BUDGET																
<b>SUBTOTAL PHASE 6</b>																
<b>TOTAL CONSTRUCTION PHASE SERVICES</b>																
<b>GRAND TOTAL</b>																
<b>CIVILTEC LABOR (MINUS EXPENSES &amp; SUBCONSULTANTS)</b>																
<b>CIVILTEC MANHOURS</b>																
<b>CIVILTEC COST PER MANHOUR</b>																
PE	Principal Engineer	David Byrum, Terry Karger							Designer							Martin Canes, Dan Busque, Peto Hilke, Jorge Martinez
PM	Project Manager	Sham Haas							Planning Technician							Sara Canche
PIE	Project Engineer	David Song, Octavio Solorza							CAD Drafter							Omner Mesa, Jenny Tsan, Raymond Chan, Brian Sandona
SE	Staff Engineer	Charlie Davine, Anthony Herda, Richard Hacker							Admin Assistant							Diana, Occhipinti, Jackie Barreto

# PROPOSAL EVALUATION FORM

ATTACHMENT NO. 3

Consultant: CIVILTEC ENGINEERING, INC. Date: 4/14/11

Project: Getaway Water Pipeline and Priority Sewer 72 Package No: 7396

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal) <ul style="list-style-type: none"> <li>o Comprehension of the RFP</li> </ul>	2.0	10	20	COVERED ENTIRE SCOPE OF WORK & INCLUDED SOME OTHER ITEMS SUCH AS CEQA SUPPORT
<b>QUALIFICATIONS</b> (Proposal) <ul style="list-style-type: none"> <li>A. Experience of the firm and subcontractors on similar projects</li> <li>B. Qualifications &amp; Experience of Personnel</li> </ul>	1.5	9	13.5	HAVE A VERY NICE RESUME OF LARGE PIPE LINE & COMPLEX FACILITIES PROJECTS
	2.0	9	18.0	PROJECT TEAM, ESPECIALLY SUPERVISORY, HAVE SEVERAL YEARS EXPERIENCE.
<b>WORK PLAN</b> (Proposal) <ul style="list-style-type: none"> <li>o Knowledge of project</li> <li>o Knowledge of existing conditions &amp; how it may affect the project</li> <li>o Initiative &amp; Creativity</li> <li>o Hours req'd vs. coverage of work</li> <li>o Availability of team members</li> <li>o Quality Assurance &amp; Supervision</li> </ul>	2.0	10	20	EXPERIENCE & COMP. OF RFP VERY GOOD
	2.0	9	18	EVIDENT IN PROPOSAL THAT THEY HAVE DRIVEN THE ROUTE & HAVE MADE INQUIRIES W/ OTHER AGENC. RESEARCHED CEQA REQUIREMENTS
	1.5	10	15	
	1.5	9	13.5	COMPARABLE TO OTHER PROPOSALS.
	1.0	10	10	DEDICATED TEAM IS AVAILABLE
	2.0	10	20	PROB. STRONGEST ASPECT TO YRS COMBINED EXPERIENCE
<b>SCHEDULE</b> (Proposal) <ul style="list-style-type: none"> <li>o Timeliness to target dates in the Scope of Work</li> </ul>	1.0	10	10	CONFORMS TO RFP TARGET DEADLINE
<b>REFERENCES</b> <ul style="list-style-type: none"> <li>o The firm's past record of performance on similar projects</li> </ul>	2.0	10	20	EXCELLENT REFERENCES
<b>A. TOTAL</b> (Proposal)			178	

Signature: David Zimmerman

# PROPOSAL EVALUATION FORM

Consultant: CAROLLO ENGINEERS Date: 4/14/11

Project: Getaway Water Pipeline and Priority Sewer 72 Package No: 7396

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal) o Comprehension of the RFP	2.0	10	20	COVERED ENTIRE SCOPE OF WORK
<b>QUALIFICATIONS</b> (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel	1.5 2.0	8 8	12 16	NOT AS EXPERIENCED AS CIVILTEC, THEIR PROJ MGR IS NEW TO THE FIRM, WILLING TO TRY THEIR TEAM AFTER SOME SUCCESSFUL PROJECTS HAVE BEEN COMPLETED FOR OTHERS
<b>WORK PLAN</b> (Proposal) o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	10 10 9 10 10 8	20 20 13.5 15 10 16	WELL RESEARCHED " " DIDN'T STAND OUT FROM OTHERS COMPARABLE TO OTHER PROPOSALS DEDICATED TEAM IS AVAILABLE NOT AS EXPERIENCED AS CIVILTEC
<b>SCHEDULE</b> (Proposal) o Timeliness to target dates in the Scope of Work	1.0	10	10	CONFORMS TO RFP DEADLINE
<b>REFERENCES</b> o The firm's past record of performance on similar projects	2.0	8	16	GOOD REF, BUT NONE ON CURRENT PROJ. TEAM
<b>A. TOTAL</b> (Proposal)			168.5	

Signature David Zimmerman



# PROPOSAL EVALUATION FORM

Consultant: HARRIS & ASSOCIATES

Date: 4/14/11

Project: Getaway Water Pipeline and Priority Sewer 72 Package No: 7396

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal) o Comprehension of the RFP	2.0	10	20	COVERED ENTIRE SCOPE OF WORK
<b>QUALIFICATIONS</b> (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel	1.5 2.0	8 8	12 16	NOT AS EXPERIENCED AS CIVIL-TEC
<b>WORK PLAN</b> (Proposal) o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	10 9 10 7 10 9	20 18 15 10.5 10 18	WELL RESEARCHED GOOD UNDERSTANDING VAGUE W/ LEQA GOOD IDEAS W/ SWF ALTERNATIVES HIGHER THAN OTHERS BY ABOUT 30% DEDICATED TEAM IS AVAILABLE NOT QUITE AS EXPERIENCE AS CIVIL-TEC
<b>SCHEDULE</b> (Proposal) o Timeliness to target dates in the Scope of Work	1.0	10	10	CONFORMS TO RFP TARGET DEADLINE
<b>REFERENCES</b> o The firm's past record of performance on similar projects	2.0	10	20	GOOD REFERENCES
<b>A. TOTAL</b> (Proposal)			169.5	

Signature David [Signature]

# PROPOSAL EVALUATION FORM

Consultant: RBF CONSULTING Date: 4/14/11

Project: Getaway Water Pipeline and Priority Sewer 72 Package No: 7396

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal) o Comprehension of the RFP	2.0	9	18	ERRONEOUSLY STATED PROJECT CAN QUALIFY AS CATEGORICALLY EXEMPT.
<b>QUALIFICATIONS</b> (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel	1.5 2.0	6 5	9 10	LISTED 2 GG SEWER PROJECTS - STAFF HAD TO REDIRECT & DESIGN SAME DESIGNERS THE SENIOR INSPECTOR LISTED HAS RETIRED
<b>WORK PLAN</b> (Proposal) o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 8 10 9 10 8	18 16 15 13.5 10 16	MISSED ON LEGAL & IMPACTS BUDGET MAY BE ABLE TO OPEN CUT BEACH BLVD., MAY BE ABLE TO AVOID A FEW OTHER TRACK & BORES LIKE ALT. ALIGNMENT SUGGESTION COMPARABLE TO OTHERS DEDICATED TEAM IS AVAILABLE NOT AS STRONG AS CIVILTEC
<b>SCHEDULE</b> (Proposal) o Timeliness to target dates in the Scope of Work	1.0	10	10	CONFIRMS TO RFP TARGET DEADLINE
<b>REFERENCES</b> o The firm's past record of performance on similar projects	2.0	7	14	REFERENCES AVG TO GOOD
<b>A. TOTAL</b> (Proposal)			149.5	

Signature David E. [Signature]

# PROPOSAL EVALUATION FORM

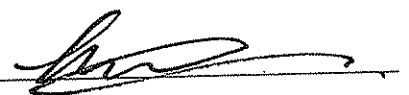
Consultant: CIVILTEC ENGINEERING

Date: 4/19/2011

Project: Getaway Water Pipeline and Priority Sewer 72 Package No: 7396

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal)				
o Comprehension of the RFP	2.0	9	18	
<b>QUALIFICATIONS</b> (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	9	13.5	GOOD LIST OF COMPANY EXP. ON BOTH WATER & SEWER
B. Qualifications & Experience of Personnel	2.0	8	16	
<b>WORK PLAN</b> (Proposal)				
o Knowledge of project	2.0	9	18	YES GOOD SUPPORT FOR QA/QC
o Knowledge of existing conditions & how it may affect the project	2.0	9	18	
o Initiative & Creativity	1.5	9	13.5	
o Hours req'd vs. coverage of work	1.5	9	13.5	
o Availability of team members	1.0	9	9	
o Quality Assurance & Supervision	2.0	9	18	
<b>SCHEDULE</b> (Proposal)				
o Timeliness to target dates in the Scope of Work	1.0	10	10	
<b>REFERENCES</b>				
o The firm's past record of performance on similar projects	2.0	9	18	GOOD REF. LIST FOR BOTH WATER & SEWER
<b>A. TOTAL</b> (Proposal)			165.5	

Signature \_\_\_\_\_



# PROPOSAL EVALUATION FORM

Consultant: CAROL ENGINEERS Date: 4/19/2011

Project: Getaway Water Pipeline and Priority Sewer 72 Package No: 7396

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal) <ul style="list-style-type: none"> <li>Comprehension of the RFP</li> </ul>	2.0	9	18	
<b>QUALIFICATIONS</b> (Proposal) <ul style="list-style-type: none"> <li>A. Experience of the firm and subcontractors on similar projects</li> <li>B. Qualifications &amp; Experience of Personnel</li> </ul>	1.5 2.0	8 7	12 14	NO MAJOR SEWER DESIGN PROJECT FOR PAST FEW YEARS & MOST OF THEM ARE OTHER STATES  LESS EXPERIENCE ON DESIGN ENGINEERING TEAM
<b>WORK PLAN</b> (Proposal) <ul style="list-style-type: none"> <li>Knowledge of project</li> <li>Knowledge of existing conditions &amp; how it may affect the project</li> <li>Initiative &amp; Creativity</li> <li>Hours req'd vs. coverage of work</li> <li>Availability of team members</li> <li>Quality Assurance &amp; Supervision</li> </ul>	2.0 2.0 1.5 1.5 1.0 2.0	9 9 9 9 8 9	18 18 13.5 13.5 8 18	NOT FROM THE SAME OFFICE, OTHER STATE & LOCATION
<b>SCHEDULE</b> (Proposal) <ul style="list-style-type: none"> <li>Timeliness to target dates in the Scope of Work</li> </ul>	1.0	10	10	
<b>REFERENCES</b> <ul style="list-style-type: none"> <li>The firm's past record of performance on similar projects</li> </ul>	2.0	8	16	
<b>A. TOTAL</b> (Proposal)			159	

Signature \_\_\_\_\_



# PROPOSAL EVALUATION FORM

Consultant: HARRIS & ASSOCIATES Date: 4/19/2011

Project: Getaway Water Pipeline and Priority Sewer 72 Package No: 7396

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal)				
o Comprehension of the RFP	2.0	9	18	
<b>QUALIFICATIONS</b> (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	7	10.5	NOT MANY MAJOR WATER PROJECT DESIGNS AS THEIR REFERENCE
B. Qualifications & Experience of Personnel	2.0	8	16	
<b>WORK PLAN</b> (Proposal)				
o Knowledge of project	2.0	9	18	LIMITED LIST
o Knowledge of existing conditions & how it may affect the project	2.0	9	18	
o Initiative & Creativity	1.5	8	12	
o Hours req'd vs. coverage of work	1.5	9	13.5	
o Availability of team members	1.0	8	8	
o Quality Assurance & Supervision	2.0	8	16	
<b>SCHEDULE</b> (Proposal)				
o Timeliness to target dates in the Scope of Work	1.0	10	10	
<b>REFERENCES</b>				
o The firm's past record of performance on similar projects	2.0	8	16	NO MAJOR WATER DESIGN PROJ
<b>A. TOTAL</b> (Proposal)			156	

Signature 

# PROPOSAL EVALUATION FORM

Consultant: EBF CONSULTING

Date: 4/19/2011

Project: Getaway Water Pipeline and Priority Sewer 72 Package No: 7396

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal)				
<ul style="list-style-type: none"> <li>o Comprehension of the RFP</li> </ul>	2.0	9	18	
<b>QUALIFICATIONS</b> (Proposal)				
<ul style="list-style-type: none"> <li>A. Experience of the firm and subcontractors on similar projects</li> </ul>	1.5	8	12	
<ul style="list-style-type: none"> <li>B. Qualifications &amp; Experience of Personnel</li> </ul>	2.0	8	16	
<b>WORK PLAN</b> (Proposal)				
<ul style="list-style-type: none"> <li>o Knowledge of project</li> </ul>	2.0	9	18	
<ul style="list-style-type: none"> <li>o Knowledge of existing conditions &amp; how it may affect the project</li> </ul>	2.0	8	16	
<ul style="list-style-type: none"> <li>o Initiative &amp; Creativity</li> </ul>	1.5	8	12	
<ul style="list-style-type: none"> <li>o Hours req'd vs. coverage of work</li> </ul>	1.5	9	13.5	
<ul style="list-style-type: none"> <li>o Availability of team members</li> </ul>	1.0	8	8	
<ul style="list-style-type: none"> <li>o Quality Assurance &amp; Supervision</li> </ul>	2.0	8	16	
<b>SCHEDULE</b> (Proposal)				
<ul style="list-style-type: none"> <li>o Timeliness to target dates in the Scope of Work</li> </ul>	1.0	10	10	
<b>REFERENCES</b>				
<ul style="list-style-type: none"> <li>o The firm's past record of performance on similar projects</li> </ul>	2.0	8	16	
<b>A. TOTAL</b> (Proposal)			155.5	

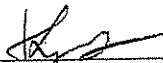
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## PROPOSAL EVALUATION FORM

Consultant: Civiltec Engineering, Inc. Date: 4-19-11

Project: Getaway Water Pipeline and Priority Sewer 72 Package No: 7396

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> <i>(Proposal)</i> <ul style="list-style-type: none"> <li>o Comprehension of the RFP</li> </ul>	2.0	9	18	Good Comprehension.
<b>QUALIFICATIONS</b> <i>(Proposal)</i> <ul style="list-style-type: none"> <li>A. Experience of the firm and subcontractors on similar projects</li> <li>B. Qualifications &amp; Experience of Personnel</li> </ul>	1.5	9	13.5	Show good experience in water & sewer pipe line projects.
	2.0	9	18	
<b>WORK PLAN</b> <i>(Proposal)</i> <ul style="list-style-type: none"> <li>o Knowledge of project</li> <li>o Knowledge of existing conditions &amp; how it may affect the project</li> <li>o Initiative &amp; Creativity</li> <li>o Hours req'd vs. coverage of work</li> <li>o Availability of team members</li> <li>o Quality Assurance &amp; Supervision</li> </ul>	2.0	9	18	Good Knowledge.  Addressed all the existing conditions.
	2.0	9	18	
	1.5	9	13.5	
	1.5	9	13.5	
	1.0	9	9	
	2.0	8	16	
<b>SCHEDULE</b> <i>(Proposal)</i> <ul style="list-style-type: none"> <li>o Timeliness to target dates in the Scope of Work</li> </ul>	1.0	10	10	
<b>REFERENCES</b> <ul style="list-style-type: none"> <li>o The firm's past record of performance on similar projects</li> </ul>	2.0	9	18	No bad reference(s).
<b>A. TOTAL</b> <i>(Proposal)</i>			165.5	

Signature 

## PROPOSAL EVALUATION FORM

Consultant: Carollo Engineers Date: 4-19-11

Project: Getaway Water Pipeline and Priority Sewer 72 Package No: 7396

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> <i>(Proposal)</i> <ul style="list-style-type: none"> <li>o Comprehension of the RFP</li> </ul>	2.0	9	18	Good Comprehension.
<b>QUALIFICATIONS</b> <i>(Proposal)</i> <ul style="list-style-type: none"> <li>A. Experience of the firm and subcontractors on similar projects</li> <li>B. Qualifications &amp; Experience of Personnel</li> </ul>	1.5	9	13.5	Good experience in Water & Sewer pipe line projects.
	2.0	9	18	
<b>WORK PLAN</b> <i>(Proposal)</i> <ul style="list-style-type: none"> <li>o Knowledge of project</li> <li>o Knowledge of existing conditions &amp; how it may affect the project</li> <li>o Initiative &amp; Creativity</li> <li>o Hours req'd vs. coverage of work</li> <li>o Availability of team members</li> <li>o Quality Assurance &amp; Supervision</li> </ul>	2.0	9	18	Good Knowledge.  Addressed all the existing conditions.
	2.0	9	18	
	1.5	9	13.5	
	1.5	9	13.5	
	1.0	9	9	
	2.0	8	16	
<b>SCHEDULE</b> <i>(Proposal)</i> <ul style="list-style-type: none"> <li>o Timeliness to target dates in the Scope of Work</li> </ul>	1.0	10	10	
<b>REFERENCES</b> <ul style="list-style-type: none"> <li>o The firm's past record of performance on similar projects</li> </ul>	2.0	9	18	No bad reference(s).
<b>A. TOTAL</b> <i>(Proposal)</i>			165.5	

Signature 

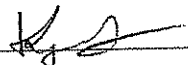


# PROPOSAL EVALUATION FORM

Consultant: Harris & Associates Date: 4-19-11

Project: Getaway Water Pipeline and Priority Sewer 72 Package No: 7396

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal) o Comprehension of the RFP	2.0	8	16	Environmental Processing requirements not addressed fully.
<b>QUALIFICATIONS</b> (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel	1.5 2.0	8 8	12 16	Project team has good level of sewer pipeline experience but shows limited water pipeline experience.
<b>WORK PLAN</b> (Proposal) o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 8 9 9 9 8	18 16 13.5 13.5 9 16	Missed SPRR spur and not addressed req'd. Environmental Processing. Alternate Sewer alignment option provided in the proposal.
<b>SCHEDULE</b> (Proposal) o Timeliness to target dates in the Scope of Work	1.0	10	10	
<b>REFERENCES</b> o The firm's past record of performance on similar projects	2.0	8	16	Most of the listed projects are sewer pipeline projects. Only the limited # of water projects listed.
<b>A. TOTAL</b> (Proposal)			156	

Signature 

# PROPOSAL EVALUATION FORM

Consultant: RBF Consulting Date: 4-19-11

Project: Getaway Water Pipeline and Priority Sewer 72 Package No: 7396

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal) o Comprehension of the RFP	2.0	8	16	Environmental Processing requirements not addressed in detail.
<b>QUALIFICATIONS</b> (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel	1.5 2.0	8 7	12 14	No CM or Inspector's resume provided.
<b>WORK PLAN</b> (Proposal) o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 8 9 9 9 8	18 16 13.5 13.5 9 16	No SPRR spur identified and Environmental Processing not addressed in detail. Some alternate water line alignment option provided in the proposal.
<b>SCHEDULE</b> (Proposal) o Timeliness to target dates in the Scope of Work	1.0	10	10	
<b>REFERENCES</b> o The firm's past record of performance on similar projects	2.0	8	16	The City had some minor issues w/ the previous projects.
<b>A. TOTAL</b> (Proposal)			154	

Signature 