

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Matthew J. Fertal From: Economic Development  
Dept: City Manager  
Subject: PROFESSIONAL SERVICES Date: December 13, 2011  
AGREEMENT WITH AECOM FOR  
ONGOING PLANNING AND  
ENVIRONMENTAL STUDIES FOR  
SITE "C" (NORTHWEST CORNER  
GARDEN GROVE BOULEVARD AND  
TWIN TREE LANE) AS RELATED TO  
THE MASTER PLAN

**OBJECTIVE**

To request City Council approval of a Professional Services Agreement (Agreement) with AECOM, for on going planning and environmental studies for the Site "C" project area located on the northwest corner of Harbor Boulevard and Twintree Lane as related to the Master Plan.

**BACKGROUND**

In February 2011, AECOM was hired to prepare the Master Plan for the environmental documentation for a hotel development for the Site "C" project area to satisfy the requirements of the California Environmental Quality Act.

**DISCUSSION**

During the process, additional project meetings and tasks were required that were unanticipated. The Master Plan and environmental documentation needs to be updated and finalized and additional tasks are needed such as conceptual grading plan, conceptual drainage plan, initial Water Quality Management Plan, ALTA Survey, 3D massing study, and a Land Use Package.

**FINANCIAL IMPACT**


The term of this agreement extends through February 2012 with total compensation to AECOM not to exceed \$62,140. Funding for the project will be from the General Plan fee account. General Plan funds are revenue neutral, and are collected as part of the building permit process. These fees can be used for General Plan updates and associated implementation. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

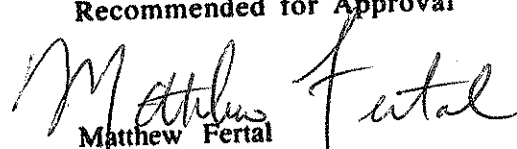
- Approve the transfer of \$62,140 from the General Plan Trust Account to Fund 111, General Purpose;
- Approve the allocation of \$62,140 to fund the Professional Services Agreement;
- Approve the Professional Services Agreement with AECOM; and
- Authorize the City Manager to execute the Agreement and make minor modifications if necessary.

  
GREG BLODGETT  
Senior Project Manager

  
By: Paul Guerrero  
Senior Economic Development Specialist

Attachment 1: Professional Services Agreement with AECOM  
Attachment 2: AECOM Proposal

mm(h:Staff/GBI/AECOM Agr Master Planning sr 121311v2.doc)

Recommended for Approval  
  
Matthew Ferial  
City Manager

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **AECOM**, here in after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council dated \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to satisfy the requirements of the California Environmental Quality Act by preparing and processing a Master Plan associated with the Initial Study/Mitigated Negative Declaration (IS/MND) for the project area known as Site "C".
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of one (1) year from full execution of the agreement, with an option to extend said agreement for an additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with fee schedule (Attachment "A"). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Sixty Two Thousand One Hundred and Forty Dollars (\$62,140) payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR/CONSULTANT shall maintain the following insurance for the duration of this Agreement:
  - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
  - (b) Automobile liability in an amount of \$1,000,000.00 per occurrence. Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
  - (c) Professional liability in an amount of \$1,000,000.00 per occurrence. Insurance companies must be

acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

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

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

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

5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount, which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (CONTRACTOR)  
AECOM  
2737 Campus Drive  
Irvine, CA 92612  
Attention: Jayna Morgan

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

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

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

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing

contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
  
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

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(Agreement Signature Block On Next Page)

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

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

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

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

**ATTESTED:**

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

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

**"CONTRACTOR"**  
**AECOM**

By: Don Smitz

Name: DON SMITZ

Title: SR. Vice President

Date: 12/8/2011

Tax ID No. 95-266-1922

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Date





AECOM  
2737 Campus Drive  
Irvine, CA 92612  
www.aecom.com

949.660.8044 tel  
949.660.1046 fax

December 8, 2011 (Revised)  
November 15, 2011

Mr. Greg Blodgett  
Senior Project Manager  
Economic Development Department  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840

**Subject: Garden Grove Site C Hotel Project (60214836) – Add Service Request No. 1**

Dear Greg,

This correspondence serves as a request for an additional services amendment to our original Professional Services Agreement, executed between Garden Grove Agency for Community Development and AECOM, dated March 13, 2011.

Based on our meeting with the City on November 9, 2011, additional tasks have been given to AECOM planning/design staff to perform which are outside of the original March 13, 2011 scope of work. In addition, the City requested Psomas to prepare a Preliminary Water Quality Management Plan and an ALTA survey. Those tasks are explained in detail below.

**Scope of Work**

**Task 1 – Master Plan Update with Alta Survey**

- As shown by the plans at our 11/9/11 meeting, the current Master Plan has boundary discrepancies which should be rectified with an Alta Survey since the site is constrained by its size. Once the Alta Survey has been conducted by Psomas, AECOM will update the current Master Plan accordingly.

**Task 2 – Revise Master Plan Massing Study (3D)**

- Based on the update to the Master Plan (Task 1) AECOM will revise the 3D massing study to illustrate the building and open space relationship on the site.

**Task 3 – Prepare Draft Land Use Package**

- Based on the City's Land Use Permit Submittal Checklist (provided by Planning staff at our 11/9/11 meeting), AECOM will prepare and provide the following items for the "draft" Land Use Package:
  - Site Plan (per Checklist item 11.c.)
  - Floor Plan (per Checklist item 11.e.)
  - Elevations (per Checklist item 11.f.)

- Roof Plan (per Checklist item 11.g.)
- Landscape Plan (per Checklist item 11.h.)
- Lighting Plan (per Checklist item 11.k.)
- The “draft” Land Use Package containing the above-listed items is expected to have two (2) rounds of revision based on the City’s reviews.

**Task 4 – Prepare Final Land Use Submittal Package**

Following the two (2) rounds of staff revisions to the draft Land Use package, AECOM will prepare the final Land Use Submittal Package containing the items listed in Task 3 and submit it to the City. The final submittal will include:

- Colored Exhibits (not to be folded or mounted on boards)
  - a. Site Plan
  - b. Elevations
- Twenty-five (25) complete and fully dimensioned sets of plans. The plans will be folded to a notebook size or 11 inches by 14 inches, and a manner to expose the title block.
- One (1) set of reduced plans printed on 8-1/2” by 11” sheet of paper (Note: An electronic copy of the plans will also be provided).

**Task 5 – Meetings and Project Management**

AECOM will continue coordinating with the project team to complete this effort. This task includes attending up to three (3) meetings with the City staff. Additional meeting(s) and public hearing attendance can be performed on a time and material basis.

**Task 6 – Engineering Services: Preliminary Water Quality Management Plan (WQMP); Conceptual Grading and Drainage; and Engineering Project Management, Meetings, and Coordination**

Psomas will prepare a preliminary Water Quality Management Plan (WQMP) for the 5 acre site based on the drainage plan, as well as the City of Garden Grove and County of Orange requirements for treating storm water before outletting from the site. The study will include implementing the Best Management Practices (BMP’s) based on the State Regional Board for Water Quality requirements. The preliminary WQMP will be provided to the client in hard copy and digital format.

Psomas will also prepare a conceptual grading and drainage plan based on the ALTA survey and architectural site plan provided by the City’s development team architect. The site plan will be provided in AutoCAD (.dwg) format. The plan will be prepared to show elevations at building finish floors, curbs, gutters, sidewalks, landscape, parking and driveways. Storm water quality BMP methods will be incorporated into the design. The conceptual grading and drainage plan will be made part of the WQMP as an exhibit to illustrate the type and location of proposed BMP’s.

Psomas will attend team meetings with the consultant team as requested by the client. Psomas will coordinate efforts with the City of Garden Grove and the development team. Meeting with the City and development team include two (2) meetings, two (2) hours each is assumed for



budgeting purposes. Services include coordinate with City and development team members as to schedules, applications and issues that may arise.

**Task 7 – ALTA Survey**

The ALTA proposal is based upon a visit to the site and a review of public survey records of the area. For purposes of budgeting, it is assumed that the four most northeasterly parcels (APNs 231-491-16 through -19) are excluded from the work. The five most southeasterly residential parcels along Twintree Lane are included.

The ALTA Update Survey will conform to the “2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys”, according to the Surveyor’s Certificate and Survey Requirements attached hereto.

Since some of the properties in question are privately held, the Agency's help will be needed to gain access to those properties. Based on the site visit, a lack of monuments that control the properties in questions were noticed. Therefore, the survey will take the surveyor(s) in multiple directions along Harbor Boulevard, Chapman Avenue, and Lampson Avenue, as well as the adjoining properties and streets on all sides of the properties in question in order to properly establish the boundary lines to ALTA/ACSM requirements. In addition, as is required by law under Section 8762 of the Business and Professions Code and Land Surveyor's Act, the surveyor(s) are required to file a Record of Survey with the County Surveyor upon completion of the ALTA Survey. This work is separate of the timing to complete the ALTA Survey and will be completed after the ALTA Survey is delivered.

This task will be completed in approximately three (3) weeks from the authorization to proceed, depending upon weather. Deliverables will be the ALTA Survey. The Record of Survey will follow a few months after the ALTA delivery once it has gone through County review, approval and recordation.

Prior to the start of any work, a Preliminary Title Report will be needed at the time of authorization to meet schedule, together with copies of the backup documents referenced therein.



**Proposed Services Fee**

For the professional services described in the above Scope of Work, AECOM proposes the following Professional Services Fee, to be completed on a Time and Material basis, not to exceed:

Task	DESCRIPTION	FEE (USD)
1	Complete Mater Plan Update Using Alta Survey	\$5,000.00
2	Revise Master Plan Massing Study (3D)	\$2,500.00
3	Prepare Draft Land Use Package for City Review	\$9,200.00
4	Prepare Final Land Use Submittal Package	\$3,000.00
5	Meetings and Project Management	\$2,800.00
6	Engineering Services	\$12,140.00
7	ALTA Survey	\$24,500.00
<b>Total Fee</b>		<b>\$59,140.00</b>
Reimbursable Expense Allowance		<b>\$3,000.00</b>
<b>TOTAL PROFESSIONAL SERVICES FEE</b>		<b>\$62,140.00</b>

Please do not hesitate to give Don Smith or me a call at (949) 660-8044 if you have any questions related to this request. We look forward to the continued working relationships with you and City of Garden Grove on this and future projects.

Yours sincerely,

Wendy Yang  
Project Manager

**AGREED:**

**CITY OF GARDEN GROVE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

cc: Vachara Soonthornwacharin, AECOM  
Amanda Gabbert, AECOM