



CITY OF GARDEN GROVE

OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Steve Jones
Mayor

George S. Brietigam
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Cindy Ngoc Tran
Council Member - District 3

Joe DoVinh
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

June 21, 2023

Southstar Engineering & Consulting, Inc.
1945 Chicago Avenue, Suite C-2
Riverside, CA 92507

Attention: Jason Bennecke, PE, MBA, PMP

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Southstar Engineering & Consulting, Inc. to provide construction management and inspection services to the Bicycle Corridor Improvement Program (BCIP) Project CML-5328(083), related to the Caltrans/OCTA grant project.

The agreement was approved by the City Council at their meeting held on April 25, 2023.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department/Purchasing
Community Development Department

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made 25th day of April, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **SOUTHSTAR ENGINEERING & CONSULTING, INC.** herein after referred to as "CONSULTANT".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City Council approval date April 25, 2023.
2. CITY desires to utilize the services of CONSULTANT to **provide construction management and inspection services to the Bicycle Corridor Improvement Program (BCIP) Project CML-5328(083), related to the Caltrans/OCTA grant project.**
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONSUTLANT hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause per Section 3.4 below. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with CONSUTLANT's proposal which is attached as Exhibit "A" and is hereby incorporated by reference. CONSUTLANT is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of tasks, including but not limited to work plan listed in Exhibit "A", and is incorporated herein by reference. The Exhibit and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of **One-Hundred Thirty Five Thousand, Eight Hundred and Five Dollars and 00/100 cents (\$135,805.00)**, payable in arrears and in accordance with the Proposal Cost Estimate attached in Exhibit "A"

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONSULTANT must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on Rate and Fee Estimate included in Exhibit "A".
- 3.3 Records of Expenses. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONSULTANT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONSULTANT and all sub-CONSULTANTS shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified**

occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/CONSULTANT shall obtain continuing insurance coverage for the prior acts or omissions of professional/CONSULTANT during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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

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

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, 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 CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits

otherwise maintained by the CONSULTANT.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent CONSULTANT.** It is understood and agreed that in the performance of the work and services agreed to be performed by CONSULTANT, CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and as an independent contractor, shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights. Any personnel performing services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Except for the consideration paid by CITY to contractor under Section 4 of 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 the services hereunder. If for any reason, any court or governmental agency determines that CITY has financial obligations, other than pursuant to Section 3 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.
8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONSULTANT shall comply with, and shall be responsible for causing all CONSULTANTs and sub-CONSULTANTs performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSUTLANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.

10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **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. Address of CONSULTANT is as follows:

SOUTHSTAR ENGINEERING & CONSULTANT, INC.
Attn: JASON BENNECKE, PE, MBA, PMP
And AMR ABUELHASSAN, PE, MS, QSD
1945 CHICAGO AVENUE, SUITE C-2
RIVERSIDE, CA 92507
JASON@SOUTHSTARENG.COM
AMRA@SOUTHSTARENG.COM

- b. Address of CITY is as follows:

Department of Community and Economic Development
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Attn: ALANA CHENG/Christy Le

- c. With a copy to:

Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

10. **Consultant's Proposal.** This Agreement shall include CONSULTANT'S proposal 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, CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its sub-CONSULTANT as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any sub-CONSULTANT 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.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, sub-CONSULTANTS, or independent CONSULTANTS hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.
This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a

limitation upon the amount of indemnification to be provided by CONSULTANT.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
18. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
19. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
20. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
21. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
22. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

\\ \\ \\

(Agreement Signature Block on Next Page)

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

Date: 6/21/23

**"CITY"
CITY OF GARDEN GROVE**

By: [Signature]
City Manager

ATTESTED:

[Signature]
City Clerk

Date: 6/21/23

"CONSULTANT"

**SOUTHSTAR ENGINEERING
& CONSULTANT, INC.**

By: [Signature]

Name: Amr Abuelhassan

Title: Executive Vice President

Date: 4-17-2023

Tax ID No. 20-5648626

CONSULTANT's License: C57817

Expiration Date June 2024

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

APPROVED AS TO FORM:

[Signature]
Garden Grove City Attorney

5-1-23
Date

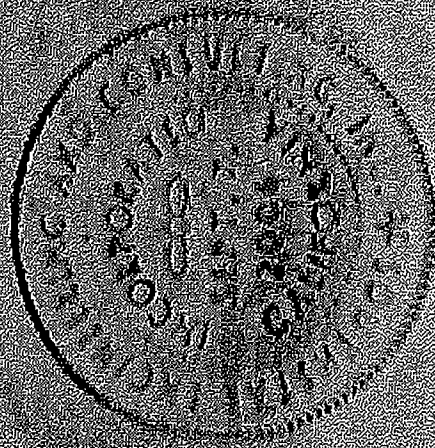


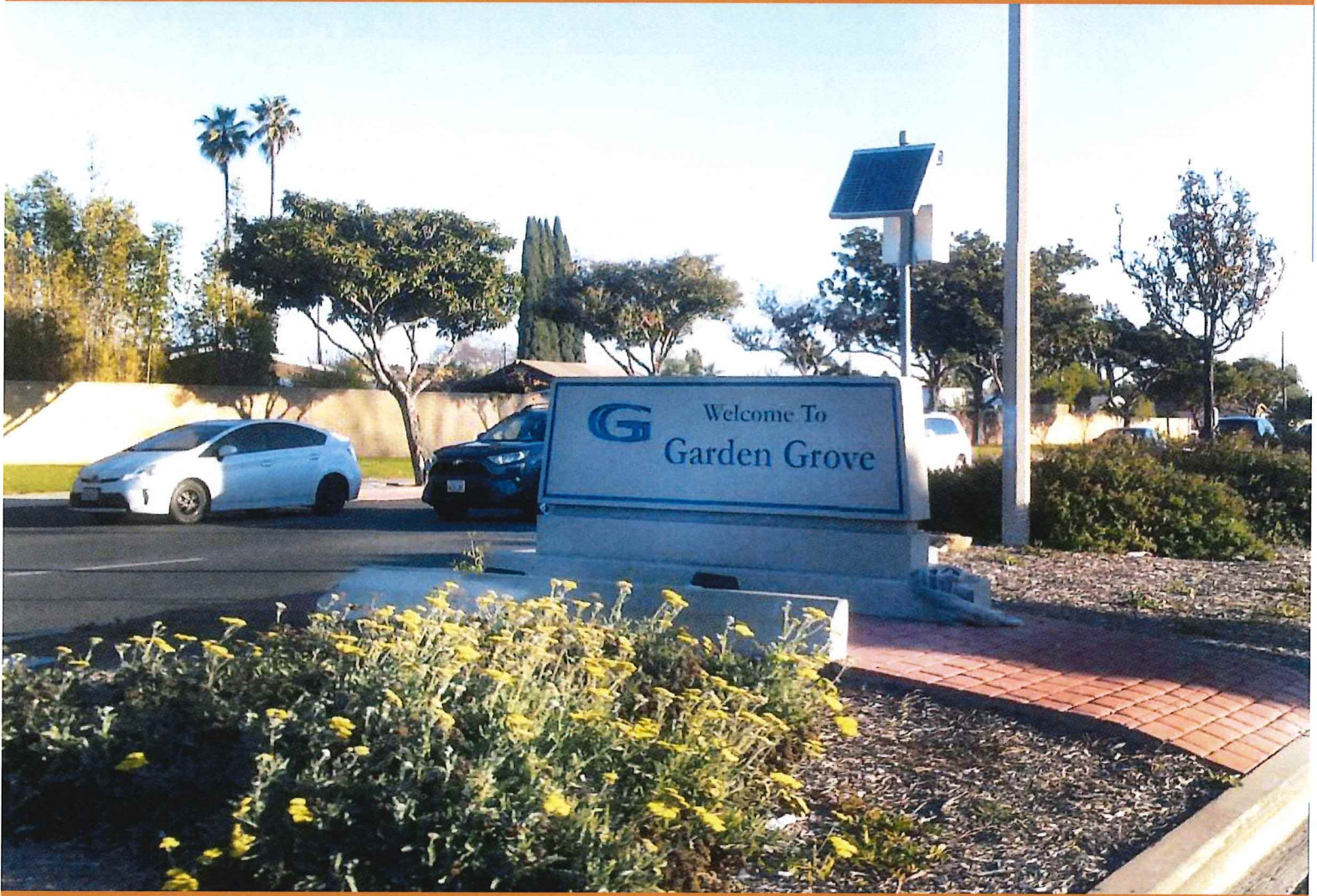
EXHIBIT "A"

WORK PROPOSAL FOR:

FEBRUARY 7, 2023

CONSTRUCTION MANAGEMENT & INSPECTION SERVICES FOR BICYCLE CORRIDOR IMPROVEMENT PROJECT

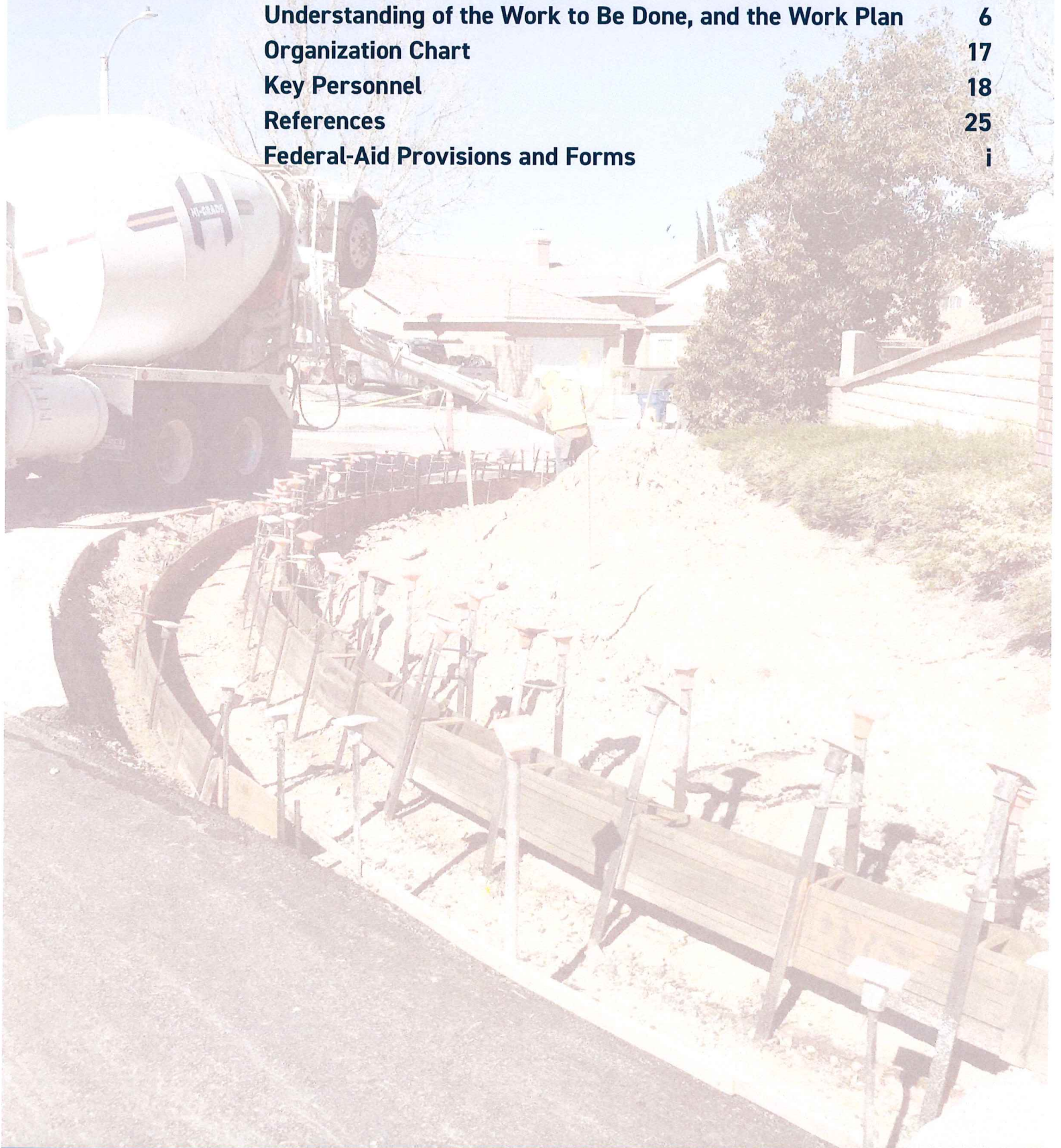
FOR THE
CITY OF GARDEN GROVE
RFP No. 159224



SOUTHSTAR
ENGINEERING
& CONSULTING, INC

1945 Chicago Avenue, Suite C-2
Riverside, CA 92507
951.342.3120
southstareng.com

Introduction Letter	1
Firm's Qualifications and Experience in Similar Work	3
Understanding of the Work to Be Done, and the Work Plan	6
Organization Chart	17
Key Personnel	18
References	25
Federal-Aid Provisions and Forms	i



February 7, 2023

City of Garden Grove
 Community and Economic Development Department
 11222 Acacia Parkway
 Garden Grove, CA 92840
 ATTN: Alana Cheng

RE: City of Garden Grove – Construction Management & Inspection Services for Bicycle Corridor Improvement Program (BCIP) Project

Dear Ms. Cheng and Selection Committee:

Southstar Engineering & Consulting, Inc. (Southstar) greatly appreciates the City of Garden Grove (City) for granting us the opportunity to submit this proposal. *We love building bike lanes because it shows an agency's willingness to move itself into the future, towards a healthier, cleaner and more sustainable environment.* And based on the review of the RFP, it certainly appears the City of Garden Grove is on that path!

Southstar understands the City is implementing this project because it is committed to upgrading and beautifying the streets while keeping a safe environment for its residents. As part of these upgrades, the project will install improvements such as striping buffers on existing bike lanes, striping bike lane network gaps, improving and creating bicycle routes, and providing wayfinding signs. We understand that all work is within the Public Right of Way and the project will include various improvements to the existing streets: Brookhurst Avenue, West Street, Chapman Avenue, Gilbert Street, Lampson Avenue. The estimated project duration is 45 working days but Southstar understands the need to be flexible with this timeline and has assembled a construction management and inspection team that can deliver what the City needs, when the City needs it.

The Southstar team is prepared to work under the direction of the City's Public Works Staff to support the Bicycle Corridor Improvement Program (BCIP) Project by providing construction management and inspection services to the City. Our team is the one to choose if you want a firm to deliver the quality, responsiveness, innovation, and value that the City of Garden Grove expects. This proposal will demonstrate the turn-key benefits of working with a professional construction management and inspection team with unparalleled qualifications and experience, especially when it comes to our depth of knowledge regarding Public Works CIP projects in Southern California. Southstar intends to surpass your expectations through dedication to quality, professional integrity, and service excellence. Selecting Southstar for this contract will result in a successfully completed project, on time and within budget. Not only will we successfully deliver the City's major project goals, but we will also exceed your expectations because of our dedicated commitment to making roads safer for Southern California commuters and pedestrians.

Depth of Experience | For nearly 17 years, Southstar has provided top-notch CIP construction management and inspection services for a variety of municipalities throughout Southern California including *Caltrans, the Counties of San Bernardino, Riverside, and Los Angeles and the cities of Rialto, Bellflower, Huntington Park, Corona, Riverside, Murrieta, Temecula, Santa Fe Springs, South Gate, Downey, Norwalk, La Mirada, San Dimas, Fontana, Ontario, Palmdale, La Quinta, Palm Desert, Palm Springs, and Indio.* The Southstar construction management and inspection team has extensive experience working with these agencies to deliver federally funded and/or state/locally funded public works projects. We have also teamed with MTGL, Inc. (MTGL) as our subconsultant to provide materials testing services. MTGL brings nearly 30 years of civil engineering project experience to our team.

*Engineering Trust Into
 Every Project*

Southstar Engineering & Consulting, Inc.

DIR No: 100017294 **EIN No:** 20-5648626



Type of Business Entity:
 S-Corporation/
 100% Employee-Owned

Year Founded:
 2006

Years in Business: 16+ **Number of Employees:** 25

Headquarters:
 1945 Chicago Avenue, Suite C-2
 Riverside, CA 92507
 Phone: (951) 342-3120
 Fax: (951) 342-3148
 www.southstareng.com

Primary Contact:
 Mr. Jason Bennecke, PE, MBA, PMP
 Principal-in-Charge
 Cell: (909) 556-8852
 Email: jason@southstareng.com



Benefits to the City of Garden Grove | Mr. Amr Abuelhassan, PE, MS, QSD, is the proposed resident engineer/construction manager offering over 30 years of experience in project management, construction management, and civil engineering. *His project experience working as resident engineer/construction manager includes everything imaginable from street rehabilitations and bridge construction to grade separations, freeway widening jobs and more.* He has become intimately familiar working with local agencies and has provided similar construction management services to the local cities of: South Gate, La Mirada, Fontana, Riverside and Corona.



As one of the executives managing a medium-sized organization, I have the authority to modify the proposed and actual billable hours to closely reflect days when construction occurs. This flexibility will help the City control costs—which is not always possible with the larger, more bureaucratic firms—and ensure everything stays within the programmed budget.

Demonstrated Commitment & Flexibility | Southstar's past performance on successfully completed CIP projects is an indicator of the Southstar team's ability to respond to a client's needs at a moment's notice.

Municipal Background | Every member of the proposed CM/CI team is acutely familiar with municipal projects and the organization and structure of a governmental agency.

Productive from Day 1 | The Southstar team does not require a learning curve. Southstar team members are ready to go to work on the first day, saving public resources. Each member of the Southstar team has extensive experience providing civil engineering services and also possesses the necessary knowledge, skills and abilities that the City of Garden Grove expects from professional engineering consultants.

Miscellaneous | Southstar acknowledges Addendum 1, 2, 3, 4 and 5 released via Planet Bids and accepts the terms and conditions of the RFP and Professional Services Agreement. Southstar has no exceptions and will adhere to the provisions described in the RFP without modification. Southstar understands that the proposal shall remain valid for a period of one-hundred and twenty (120) days from the date of submittal. Southstar attests that all information submitted with this proposal is true and correct.

Again, we appreciate the opportunity to submit our qualifications to you. As Southstar's Executive Vice President, I have the authority to bind the company in a contractual agreement with the City of Garden Grove. If you have any questions, please feel free to contact me via the information in the blue sidebar.

Sincerely,

Jason Bennecke, PE, MBA, PMP
Principal-in-Charge/Executive Vice President
Southstar Engineering & Consulting, Inc.

Firm Profile

Southstar has provided professional engineering services in Southern and Central California for the past 16+ years (founded 2006) and is dedicated to the public works and transportation needs of California. *Southstar is a certified Small Business Enterprise (SBE) and 100% Employee-owned company with its primary office located in the City of Riverside.* Southstar focuses on providing solutions to two primary industry needs: 1) managing the construction of bridges, rapid transit systems, freeways, and local infrastructure within and outside the Caltrans right-of-way (ROW) and 2) managing the project development of both small and large-scale infrastructure improvements. Southstar was built upon the successes of superior construction management skills and experiences. In addition to these two areas of expertise, Southstar's extensive professional knowledge also includes planning, sustainability, utility coordination, design, labor compliance, public outreach, inspection services for roadways, bridges, sanitary sewer, storm channels, streambeds, and other infrastructure projects.



Southstar has an exceptional reputation for delivering and managing a wide variety of projects throughout Southern California. The Southstar Team has the ability and expertise to resolve challenges by offering our clients innovative solutions that are custom tailored to each specific project. Southstar's Core Values – Quality, Value, Innovation, Responsiveness and Trust – drive each valued Team member to deliver high quality services that clients can trust. *Our Diversity, Equity & Inclusiveness approach to hiring the best possible staff helps us create an organization that delivers high quality results coupled with community based values.* With dedicated customer service, Southstar delivers projects of any discipline on-time and under budget.

Financial Interests & Litigation

Southstar is financially stable and is not involved in bankruptcy proceedings or mergers, and has no conditions that may impede its ability to complete any projects. Southstar has no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs. Southstar has no controlling or financial interests in any other organization and is not owned or controlled by any other person or organization. Southstar also has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past five (5) years.

Southstar Services

Southstar clients can be assured of the quality and professionalism of Southstar's 25 employee staff and its extensive in-house resources are highly regarded within the transportation construction industry. *Southstar construction managers and inspectors have assisted over 40 public agencies in the successful delivery of projects of all sizes.* Services include:

- Construction Engineering Management
- Program/Project Management & Design
- Inspection Services
- Community Outreach
- Critical Path Schedule Development
- Project Budget Development & Tracking
- Program Planning
- Utility Relocation Management
- Local Agency Coordination
- Traffic Engineering
- Local Assistance Coordination
- Resolution of Funding Issues
- Federal Funding Guidance
- Claims Management/Risk Management
- Highway Bridge Program
- Right-of-Way management
- Labor Compliance
- FAA Section 107 GPS Drone Photogrammetry

Southstar team members make a difference to clients and the community by continually providing superior service with the highest level of integrity. Providing client-focused services to many state and local agencies in Southern California, Southstar professionals know the critical questions to ask, and the corresponding solutions to offer. By blending innovative problem-solving skills, exceptional depth of experience, and quality supervision and inspection services, Southstar consistently completes the construction of large-scale transportation projects on time, within budget, and with no claims. *The Southstar team has the ability to resolve challenges by offering their clients innovative solutions that are custom tailored to each project, and the Bicycle Corridor Improvement Program (BCIP) Project is no different.*



Meet Our Subconsultant

The Southstar team is rounded out with a top-level subconsultant firm to provide as-needed materials testing and geotechnical engineering services. We understand how important the upcoming *Bicycle Corridor Improvement Program (BCIP) Project* is to the City of Garden Grove and we have chosen an experienced and well-qualified firm to join our team. Their firm profile is listed below:

SUBCONSULTANT PROFILE

MTGL, Inc. (MGTL)

MTGL, Inc. was formed in 1993 by a group of seasoned professionals. For over 29 years, MTGL has provided comprehensive acceptance testing services to projects throughout Southern California. They possess fully accredited facilities with specializations in materials testing, inspections, pavement engineering, and construction quality oversight. They have considerable experience servicing city-government agencies for capital improvement projects including new construction, rehabilitation, and other improvements.

MTGL is a certified W/MBE, Metro SBE File #8462, Metro DBE CUCP #33843, and registered as a public works contractor with the State of California under DIR 100006646. MTGL has a clear understanding of Safety Compliance on all projects, with policies in place that provide a desirable EMR Rating of 0.69.

MTGL's laboratories operate in accordance with ISO 17025 certified by: Caltrans, CCRL, ASTM/AASHTO, and USACE. MTGL is 1 of 15 test companies on the Caltrans Authorized Laboratory list. They are one of few facilities that provide testing services for materials that utilize the latest methods of analysis adopted by Caltrans (Hot Mix Asphalt via Superpave and Smoothness Testing via an Inertial Profiler).

MTGL inspectors and technicians are experienced and multi-certified (including Caltrans) to provide more excellent value for quality oversight in overlapping disciplines and reduce costs. Their staff also recognizes the demand for consistent communication, reliability, and continuity needed to successfully execute this project.

MTGL implements and maintains custom in-house Quality Assurance and Control (QA/QC) plans to ensure the quality and integrity of the materials being placed. MTGL provides the same level of expertise in technical services as is required per the City's Quality Assurance Program (QAP).

MTGL has proven ability to respond quickly and effectively to any requested task for any individual project. Our current expertise and commitment to each client allow us to provide the best value-driven services.

Their core value is to maintain consistent communication with the client/owner, county/city representative, construction manager, general contractor, and design team to ensure the project demands are in a timely manner. MTGL engineers, inspectors, and field technicians value communication and constructive dialogue with the city representative and the rest of the project team.

MTGL aims to provide qualified personnel, quick response time, and accurate reporting. MTGL's project approach reflects their desire to deliver quality services for the project on time while adhering to the budget.

SUBCONSULTANT PERSONNEL

MTGL personnel information can be found alongside Southstar's in the Key Personnel section of this proposal per the instructions provided in the RFP.



YEAR FOUNDED

1993

DBE

CUCP #33843

DIR

100006646

ROLE FOR THIS PROPOSAL

Materials Testing & Geotechnical Engineering Services

COMPANY SERVICES

- Materials Testing & Engineering
- Geotechnical Investigation, Testing and Consultation
- Special & Deputy Inspection
- Laboratory Services
- Environmental Services

BENEFITS TO CITY

- Over 30 years of experience working on materials testing and inspection projects
- Over 100 employees in 3 locations
- Office located in Anaheim

MTGL, INC. CONTACT INFO	
Business Address	2992 E. La Palma Avenue Suite A Anaheim, CA 92806
Firm Contact	Mr. Steven Koch - Vice President
Email	Phone
skoch@mtglinc.com	714-632-2999

Project Experience

Having completed projects throughout Southern California over the past 16+ years, Southstar has an extensive working knowledge of the tools and processes required to deliver Capital Improvement Projects on time and under budget. Southstar is proud of our team of veteran construction management professionals that have demonstrated success on recent relevant projects, with numerous agencies throughout the region. Below is a table of sample projects where Southstar successfully performed similar construction management, inspection and public outreach services:

AGENCY	PROJECT NAME	LOCATION	CONSTRUCTION MANAGEMENT	CONSTRUCTION INSPECTION	PUBLIC OUTREACH
City of South Gate	Garfield/Firestone/Imperial Roadway and Media Improvements	South Gate, CA	★	★	
City of Palm Desert	San Pablo Avenue Phase I&II Streetscape Project	Palm Desert, CA	★	★	★
City of La Quinta	La Quinta Complete Streets Project	La Quinta, CA	★	★	★
City of Palmdale	Pearblossom Highway Reconstruction Project	Palmdale, CA	★	★	★
SBCTA	SR-60/Archibald Ave Interchange Improvement Project	Ontario, CA	★	★	★
RCTC	I-215 Widening - South	Murrieta, CA	★	★	★
City of Corona	I-15/Cajalco Road Interchange Improvement project	Corona, CA	★	★	★
RCTD	I-10 Jefferson Street Interchange	Indio, CA	★	★	★
City of Murrieta	Los Alamos Road Overcrossing Bridge Replacement Project	Murrieta, CA	★	★	★
City of San Dimas	Foothill Boulevard Bridge Widening Project	San Dimas, CA	★	★	★
City of Riverside	Columbia Ave Grade Separation	Riverside, CA	★	★	
City of Riverside	Iowa Ave Grade Separation	Riverside, CA	★	★	
City of Riverside	Streeter Ave Grade Separation	Riverside, CA	★	★	
City of Riverside	Magnolia Ave Grade Separation	Riverside, CA	★	★	

On the I-10/Jefferson Interchange Improvements, the Southstar team suggested the removal of existing trees ahead of the nesting season. This was performed by a separate contract with a tree trimming contractor. This forward thinking allowed the contractor to immediately start construction as the nesting bird moratorium risk had been eliminated. **This action saved the project four months on schedule and \$500,000 in delay costs.**

On the I-215 Widening South Segment for RCTC (12 lane miles of new pavement and six miles of Type 60 barrier) our team suggested a staging method during the constructability review phase that reduced the number of working days on the contract by 150 days. **This saved approximately \$1.5 million in construction and support costs.**

On the Pearblossom Highway Improvements Project in Palmdale, Southstar's quality assurance survey team supported our field team in providing control points and verification of contractor staking. **This support identified discrepancies in control point elevation that could have cost the City of Palmdale several hundred thousand dollars in additional lean concrete base and class 3 base in the subgrade section.**

Project Understanding

The City of Garden Grove is seeking qualified professional firms to provide Construction Management and Inspection services for Federal-Aid project No. CML-5328 (083), City Project No. 2312. Southstar understands the City is implementing this project because it is committed to upgrading and beautifying the streets while keeping a safe environment for its residents. As part of these upgrades, the project will install improvements such as striping buffers on existing bike lanes, striping bike lane network gaps, improving and creating bicycle routes, and providing wayfinding signs. The Southstar team has reviewed the plans, RFP, and visited the project location and the following information demonstrates Southstar's understanding and approach, and we are confident we address every aspect of the project in this proposal. *We understand that all work is within the Public Right of Way and the project will include various improvements to the existing streets: Brookhurst Avenue, West Street, Chapman Avenue, Gilbert Street, Lampson Avenue.*

This project consists of bicycle signing and striping improvements at the following five (5) corridors.

- 1 - Brookhurst Avenue (From Trask Avenue to Katella Avenue)
- 2 - Western Street (From Garden Grove Boulevard to Orangewood Avenue)
- 3 - Chapman Avenue (From Valley View Street To Beach Boulevard)
- 4 - Gilbert Street (From Deodora Drive to Katella Avenue)
- 5 - Lampson Avenue (From Dale Street to Haster Street)

If selected, Southstar shall provide Professional Construction Management and Inspection Services as described in this RFP, various chapters of the LAPM including but not limited to LAPM Chapter 16, "Administer Construction Contracts," and LAPM Chapter 17, "Project Completion." Southstar understands that, if selected, it will be responsible for providing comprehensive construction management, inspection, and material testing services for the Project, including (but not limited to) the administration of the construction contract, monitoring the contractor's work progress, proper reporting, inspections, material testing and other tasks as needed to complete the Project. Southstar has no exclusions to the scope of service and will provide all services as described in the RFP.

Southstar understands estimated construction cost of the project is \$1,000,000.00 and is subject to the Buy American Build American requirement. Southstar also understands that the Bicycle Corridor Improvement Program (BCIP) Project is federally funded and has a DBE participation goal of 12% so we have teamed with MTGL, Inc. as our subcontractant to meet that goal by providing as-needed materials testing services.

The estimated project duration is 45 days and is anticipated to begin construction in April 2023. Due to the various project going on throughout the City, Southstar also understands the need to be able to adjust to changes in schedule to accommodate more or less working days and will modify our billable hours to closely reflect days when construction is occurring and days when no construction will take place. Southstar understands it will be required to provide a qualified and licensed Construction Manager (Not to Exceed of ½ FTE) who will serve as the Project's Resident Engineer throughout the Project and a Construction Inspector (Not to Exceed of 1 FTE) for the project duration.

Southstar will also provide as-needed public outreach and labor compliance as part of the construction management services. *Our proposed Resident Engineer, Mr. Amr Abuelhassan, PE, MS, QSD, will be in charge of assigning any inspection and materials testing services that need to be provided.* Mr. Abuelhassan will be responsible for overseeing the team that will provide observation/inspection, labor compliance, material testing services, utility and outside agency coordination, and monitoring and project close-out services for the duration of this project.

The approach to how the Southstar Construction Management and Inspection Team intends to deliver this project can be found on the following pages.



ANTICIPATED ISSUES

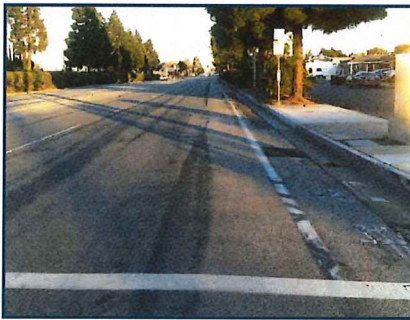
Southstar understands that the proposed project work will be done in an important residential, business and commercial zone that features Chapman Sports Park, West Haven Park, Spirit of 76 Mini Park, Haster Basin Recreational Park, Medal of Honor Bike and Pedestrian Trail, Garden Grove Sports & Recreation Center. The area is also home to Sunnyside Elementary School, Gilbert Elementary School and Spotlight School of Music.

The Southstar team will coordinate with the necessary City officials, residents, business owners and school officials to inform them of the project status as well as to help prevent or mitigate any complaints about traffic and/or safety. Chapman Avenue and Brookhurst Street in particular are very important roads in the city, and we expect significant traffic around the jobsite there. Preventing traffic congestion will be essential to limit the strain on residents and travelers. *Work hours may need to be adjusted to night hours to minimize traffic congestion and accommodate the needs of residents and schools.*

Coordination will be done with every local stakeholder for the special requirements. From hours of operation and control of dust and safety around the jobsite on every corner of intersections to including having meetings with the contractor to distribute information to the workers for the special areas with travelers and high pedestrian transit around the jobsite. It will be of critical importance for everyone on the team to maintain high levels of professionalism and patience when dealing with people around the construction area. Additionally, Southstar has significant experience working with communities in the areas like this. Southstar has noted several conflicts that might impact the schedule and/or overall construction capital costs of the Bicycle Corridor Improvement Program (BCIP) Project if not addressed properly:

LIST OF POTENTIAL CONCERNS AND RECCOMENDATIONS:

1. **Traffic Control** - Provide instructions for contractor to reduce the activities or pay special attention to hours of high traffic on major arterials and streets adjacent of schools.
2. **Residential/School Zones** - Send notices to inform and talk with the residents to help resolve any claims or problems.
3. **Distinct Locations** - Verify with contractor the schedule for working in distinct locations at same time in near area.
4. **Parking Restrictions** - Some areas may have problems with limited available street parking spaces and during construction the work crews may need to occupy some spaces. For this reason we need inform and talk with residents to resolve any claims or problems.
5. **Safety on Jobsite** - We need talk with workers about their own personal safety and the safety of residents and pay special attention to helping students, customers and other pedestrians when they are walking around the jobsites.
6. **Progress Communication** - The contractor must inform the City of the progress of the project weekly.
7. **Working Hours** - The contractor may need to adjust the working hours in the locations next to any business and/or major arterials for heavy traffic. Night work may be necessary.



The existing area shows missing or fading bicycle lane striping and improvements will need to include striping buffers on existing bike lanes, striping bike lane network gaps, improving and creating bicycle routes, and providing wayfinding signs.

Project Approach

Our goal is to complete this project in a safe, high quality, cost effective and efficient manner. Southstar's approach takes into consideration the traveling public, local and surrounding residents, surrounding businesses, all stakeholders and the environment to ensure full satisfaction with the final Construction Management team members. Our team members successfully delivered similar projects with similar aspects and components. Early and effective communication with Project stakeholders, local residents, local businesses, utility owners and other affected local agencies is another essential component for meeting this project's goals. Our team will develop a project specific communication plan to maintain an effective and transparent level of communication with all the stakeholders.

Southstar follows a comprehensive methodology consisting of dozens of time-tested and proven strategies for ensuring contractors working on public works capital projects for municipal agencies stay on schedule and under budget. The following tasks will be performed as part of the overall approach to providing oversight of the prime contractor to anticipate issues that may lead to unintended CCO's and/or project delays.

Southstar will provide services from the pre-construction through the post-construction phases of the project all in conformance with applicable City, Federal, State and other Local requirements. In general, services are anticipated to include the following:

Federal Contract Management & Documentation | Southstar has successfully managed 100% Federally funded projects under close oversight from Caltrans District 7 and 8 Construction Divisions. Southstar supported many agencies in the preparation of all invoicing and needed documentation of the Local Assistance Procedures Manual for proper reimbursement of funds. All applicable LAPM chapters were followed including Chapter 16 for project implementation and Chapter 17 for Project Closeout with all applicable forms signed by our Resident Engineer.

Consultant's Key Team & Sub-Consultant Management | Early and effective communication with Project stakeholders, local residents, local businesses, utility owners and other affected local agencies is another essential component for meeting this project's goals. In addition to the project specific Public Outreach plan to be developed by Vanessa prior to the start of the Project, Our team will develop a project specific communication plan to maintain an effective and transparent level of communication with the City and all the stakeholders.

Staffing Capability | Our team does not require a learning curve in City, Caltrans and federal policies, procedures and processes. Southstar team members have demonstrated the ability to work on any task assigned and with the ability to adjust and assist other members of the team when workloads change.

Document Control | Southstar follows a Caltrans compliant standardized filing and document control system. The team will document all communications with the contractor in correspondence and daily diaries. The team will receive all correspondence, prepare and transmit responses and coordinate with applicable parties as required. All project filing will be in compliance with the Caltrans Local Assistance Procedures Manual, Caltrans Construction Manual and with any City filing system requirements.

Management | Mr. Abuelhassan will lead the team members and will be involved on an as needed basis to provide pre-bid constructability review services. These services will, at a minimum, participation include a detailed independent review of 100% PS&E package with an in-depth field review to determine constructability and include a detailed review of all available documents and reports on the project.

He will manage and coordinate all aspects of the project inclusive to the services identified the RFP. Mr. Abuelhassan will also coordinate all necessary field and office project meetings during this phase including agenda preparation, inviting attendees, meeting minute preparation and distribution and issues follow up and resolution. He will participate in public outreach activities, other improvements/activities as deemed necessary to implement the improvements on the project, provide direct supervision, scheduling and problem resolution for the contractors, and he will monitor the contractors to ensure as-built drawings and specifications are properly maintained. Mr. Abuelhassan will also be responsible for compiling the as-built documents and submitting them at the end of the Project to the City Engineer for further processing.

Labor Compliance | Southstar's understands it may be expected to perform labor compliance in accordance with the Local Assistance Procedure Manual LAPM and the DIR. Southstar's labor compliance officer, *Mr. Ramon Carlos*, offers over 16 years of experience in construction labor compliance regulation, record keeping and submission requirements, with labor code requirements on public works projects. He will verify labor compliance through review of the contractor's certified payrolls, including fringe benefit statements, in accordance with prevailing wage rates set by the California Labor Code and Federal guidelines for reporting of federalized projects. The labor compliance review will also include verification of DBE utilization, subcontractor utilization, and labor compliance interviews with workers.

Construction Management

Progress Status Update

Progress/Coordination Meetings | Southstar's construction manager will coordinate meetings with the Contractor, Designer, the City's construction surveyor, the City's materials inspector, and utility companies. During construction, Southstar's CM can lead or assist weekly progress meetings with the Contractor to address the status of the project and project issues. The team will prepare and distribute agendas, minutes, and an issues log. During these meetings, the status of submittals, RFIs, CCOs and project issues will be reviewed and updated.

Monthly Activity Summary Report | The Southstar Inspector will provide the City with project status reports on a monthly basis and as requested. The monthly reports will discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. This report will describe the status of the project's budget, schedule, construction activity, accomplishments, submittals, change orders, claims in process, issues of concern, and current and anticipated work progress.



Schedule Management

Project Schedule | The Southstar team will review and approve the Contractor's Critical Path Method (CPM) schedule. Southstar is fully able to use Primavera P6 and Microsoft Project software to review, monitor, and analyze the contractor's schedule. Updates to the schedule will be reviewed monthly against the project baseline schedule, progress will be verified and any potential issues causing delay to the project will be identified and mitigated ahead of the delay occurring.

Schedule Control | Schedule control starts with the Contractor's submittal of a baseline construction schedule, approval of the schedule and the subsequent schedule updates. Once these activities are approved, they will be checked against actual activities in the field and any discrepancies will be noted. The Contractor will be required to submit a narrative for all changes in the monthly schedule updates and the Southstar field team will carefully scrutinize them. The team will also require the contractor to provide a 2-4-week look-ahead schedule that will allow for weekly planning of inspections, material testing and for planning off-site inspections, if needed. All of these issues will be discussed in the weekly meetings with the Contractor. To avoid a project schedule impact, Southstar will review the contract documents and identify long lead materials to ensure that their procurement and delivery are performed diligently. Southstar will alert the City if the Contractor makes any construction changes that may lead to delays in completion and/or construction cost changes of the project.

Cost Control

Cost Control System | Identifying and documenting construction issues as they arise, and resolving them in a timely manner, is every team member's responsibility, particularly Ms. Keshawarz since she will be in the field. Each month, the team will prepare progress payments for all work completed by the Contractor for review and processing by the City. The team will also review progress reports and inventory of materials-on-hand. Effective change order administration is imperative for controlling cost and schedule on any construction project. The goal is to provide timely direction to the Contractor while assuring that the costs of changes are fair and reasonable to both the Contractor and the City. The Southstar team has an excellent record of resolving construction issues at the lowest possible level and prior to completion of the project. The team is skilled at examining issues and maintaining detailed project documentation which mitigate potential claims by the Contractor. Southstar will collect invoices monthly and submit them to the City for final approval.

Change Management

Change Orders | Change Orders can be requested by the Contractor after the discovery of a field conflict or can be initiated by the City for a change of scope. The team will determine the merit, scope, estimated cost and schedule impacts to the project as a result of potential contract change orders requested by the contractor, and provide recommendations to the City. The team will also negotiate change orders as directed by the City in case there is addition or change in scope by the City. The team will attempt to avoid all unnecessary contract change orders, and when necessary, we will consult with the City prior to its preparation. The City's preferred method of payment for contract change orders should begin by agreeing on a price, identifying all potential claims, tracking and monitoring unresolved claims, and implementing claims avoidance processes.

Administration of Contract Payments

Contractor Progress Payments | As-needed, Southstar team can administer Contractor's progress payments, based on measurements and quantities calculated in the field, subject to the City's audit and delegation of approval. Team inspectors will prepare daily quantity sheets for all payable items installed on any given day. These quantity sheets will provide specifics on each pay item performed on that day with location and measured units in place.

Submittal, Shop Drawings, RFI Management

Submittal Management and Review | The Southstar team will receive and log all Contractor's submittals project architect's/design consultant's review and approval. Depending on the subject of the submittal, it will be documented and routed for review. For example, it will be routed to the designer for structures items or to the materials testing lab on the team for the various mix designs. Responses will be prepared for each submittal and documented in the submittal log. The submittal log will be reviewed at every weekly progress meeting ensuring the contractor has all the information needed to continue progress.

Southstar will provide technical and administrative management services for the project, provide coordination and oversight of all activities related to the construction of the project, maintain a close relationship with the Client's Project Manager and Design Engineer, and send copies of all correspondence to the Client Project Manager. Southstar will process and track project files at the job site utilizing the filing system provided by the City. At a minimum, project files shall include the following:

- RFIs, Submittals, Proposed change orders and revisions

Cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).

All contract documents including: Special Provisions; Contract / Agreement; Subcontractors Listing; Bonds; Non-Collusion Affidavit; Construction Quality Assurance (CQA); correspondence, etc.

- Disadvantaged Business Enterprises (DBE) Compliance
- Relevant permits and requirements from local governments or regulatory agencies
- Appropriate reference specifications, standards, and standard plans
- Notice to Proceed and contract time accounting procedure and documentation
- Equipment and material submittal log. The construction contract shall be reviewed for submittal requirements, and due dates shall be established based on the construction schedule.
- Correspondence log
- Progress payment format in compliance with City's standards
- Project personnel and emergency phone numbers
- Contract change order documentation and approval procedures
- Daily construction report, supplemented by daily materials sampling and testing reports prepared on printed forms
- Required safety documentation and equipment
- Project photograph log
- Record drawing format
- Progress meeting format
- Pre-construction meeting format

Requests for Information | The Southstar team will respond to Contractor's Requests for Information (RFI) or forward them to the design engineers as deemed necessary. A weekly tracking report listing new, resolved and outstanding RFI's will be prepared by the team and shared with the City and will be discussed at the weekly progress meeting with the Contractor. Follow up on all outstanding RFI's will be conducted by the construction engineer to resolve issues efficiently.

Quality Control/Quality Assurance Measures

Quality Assurance/Control | Southstar ensures that only quality work will be performed by the team. Southstar's Quality Control starts with hiring and selecting highly experienced and qualified staff for construction management services. Careful inspection prevents re-work, thereby assisting with meeting both schedule and budget. Southstar independently performs quality assurance (QA) reviews of the Project documents and all its files to ensure that the team is accurately documenting the work and have all of the quality processes in place including test results, daily reports and back-up for estimates and monthly progress payments to the Contractor. Standards of quality are thoroughly discussed, including the expectations of the City and the requirements of the project's Plans, Specifications and other City requirements. Proper inspection will yield expected quality of materials and workmanship along with the proper testing of the materials both prior to and after entering the work.

Safety

Site Safety | Change Orders can be requested by the Contractor after the discovery of a field conflict or can be initiated by the City for a change of scope. The team will determine the merit, scope, estimated cost and schedule impacts to the project as a result of potential contract change orders requested by the contractor, and provide recommendations to the City. The team will also negotiate change orders as directed by the City in case there is addition or change in scope by the City. The team will attempt to avoid all unnecessary contract change orders, and when necessary, we will consult with the City prior to its preparation. The City's preferred method of payment for contract change orders should begin by agreeing on a price, identifying all potential claims, tracking and monitoring unresolved claims, and implementing claims avoidance processes.

Traffic Control, SWPPP and Other Coordination

Review Traffic Control Plans | Change Orders can be requested by the Contractor after the discovery of a field conflict or can be initiated by the City for a change of scope. The team will determine the merit, scope, estimated cost and schedule impacts to the project as a result of potential contract change orders requested by the contractor, and provide recommendations to the City. The team will also negotiate change orders as directed by the City in case there is addition or change in scope by the City. The team will attempt to avoid all unnecessary contract change orders, and when necessary, we will consult with the City prior to its preparation. The City's preferred method of payment for contract change orders should begin by agreeing on a price, identifying all potential claims, tracking and monitoring unresolved claims, and implementing claims avoidance processes.

SWPPP | The Resident Engineer will be responsible for verifying water pollution control regulations, erosion and sedimentation processes, BMP installation and maintenance, dewatering operations, sampling and analysis, contract administration for water pollution control, and reviewing storm water pollution prevention plans. Team members are required by Resident Engineer to provide recommendations for improvements to the BMP installation and functionality on a daily basis during their regular inspection activities.

Utility and Outside Agency Coordination | Our highly qualified Resident Engineer/Construction Manager, Mr. Abuelhassan, will also perform all utility and outside agency coordination. He is a seasoned utility coordinator with over 30 years of experience. Mr. Abuelhassan's experience as utility coordinator is a result of many years of working for Caltrans as both utility coordinator and resident engineer. Mr. Abuelhassan will be responsible for alerting all affected utility companies, school administrators, Police Department, Orange County Fire Department, Republic Services Trash Services, and OCTA for the pre-construction meeting. Additionally, Mr. Abuelhassan will review the scope of work with each utility company at the pre-construction meeting, review possible conflicts, and work with each utility to insure that specific needs of the project are understood. Mr. Abuelhassan will also coordinate with utility companies to expedite the identification of any unknown utilities found during exaction, and he will coordinate any relocation work by utility companies after notifying the City.

Environmental Stewardship

Environmental Compliance (if necessary) | Resident Engineer will coordinate with the approved environmental consultant for all environmental compliance and inspections depending on the requirements needed in the Projects' environmental document.

Post-Construction Services

Punch Walk & Closeout

Southstar will perform all construction management and administration necessary for closing out the project to ensure contract compliance as outlined in the Caltrans Local Assistance Procedures Manual. We understand that the City desires the closeout period to be concluded within a reasonable duration from completion of construction activities. The following is a brief description of some of the major aspects of this work:

UNDERSTANDING OF THE WORK TO BE DONE, AND THE WORK PLAN

As-Built Drawings | The Southstar team will maintain a red-lined set of "As-Built" plans in the construction field office documenting as-built conditions. At the end of construction, the As-Built drawings will be reviewed to confirm all changes to the plans are accurately documented. Following the review, they will be transmitted to the designer to be updated into the electronic plan set with the City's signature and transmitted for archiving.



Final Walkthrough | Southstar will perform final inspections and issue punch-lists of incomplete or deficient work. Southstar will monitor punch-list completion, and issue a notice of substantial completion. Subject to delegation of authority by the City, Southstar will schedule and conduct a final walkthrough with the City, Contractors, and design engineers. Southstar will coordinate the execution of any required corrections resulting from the final walkthrough. Once all corrections are addressed, Southstar will coordinate final project acceptance with the City and applicable local agencies and utilities.

Final Inspection and Punch-list | Southstar will deliver a final completed project to the City in compliance with the plans, specifications, and estimate (PS&E) package, and all applicable codes, permits and standards. The Team will perform final inspections and issue punch-lists of incomplete work, monitor punch list completion, coordinate final project acceptance with the City and other stake holders, close out the project's files and turn them over to the City with the project's as-built plans and work with the City in coordinating, completing and filing all invoicing and necessary documentation to ensure proper and full reimbursement of funds.

Finalized Documents | All project items including record drawings, contract bid items, claims, change orders, and punchlist items will be finalized.

Item Closeout | All open contract items will be closed out and balanced. Item overruns and underruns will be resolved with the Contractor. Contract Change Orders to adjust item prices will be created if necessary.

Claims Report | Southstar team members have successfully managed hundreds of projects with zero contractor claims. The team will ensure that excellent communication and working relationships are established at the beginning of the project and will continue during the life of the project among all project stakeholders. The team will focus on solving and documenting issues to avoid the need for the contractor to file claims. In the event that claims become unavoidable, the team has the ability to tap into expert resources to eliminate or minimize impacts to the project's cost and schedule. Mr. Abuelhassan will prepare a Claims Report for each claim that is outstanding and unresolved at the end of the construction project. Claim Reports shall be in accordance with the Caltrans Construction Manual.

Proposed Final Estimate | The Southstar CM can lead or assist in the preparation the Proposed Final Estimate and obtain Contractor's concurrence. This document shall be provided after resolution of any open claims.

Final Project Report

Project Report | A Final Project Report will be created that identifies the construction of the project, the final cost of construction including construction management and administration, a list of all Contract Change Orders, a list of Construction Claims and the result of each after resolution, and photo and video documentation of construction.

Electronic Files | In addition to the final project report, project files including all drawings, will be transmitted to the City in PDF file format. Hardcopy project files will be neatly arranged, labeled, and boxed for storage.

Final Acceptance | The Southstar team will recommend for final acceptance of the Project after the contractors have corrected deficient work and satisfied all contract conditions. The team will then deliver a final completed project to the City which is in compliance with the plans, specifications, and estimate (PS&E) package, and all applicable codes, permits and standards.

Inspection Services

Construction Observation and Inspection | *As part of the quality control process*, field Inspectors are the first line of defense on any construction project. It is important to have seasoned and experienced field inspectors in the lead of any field activities to ensure contractor's compliance with the plans and specifications and to provide a quality product to the City, Caltrans and the motoring public. *It is also critical for proper documentation of all field activities to maintain accurate measurement and payment records on all Contract Items.* The Southstar team is comprised of seasoned construction management personnel with many years of individual experience on projects such as this one.

The Southstar team is comprised of seasoned construction inspectors with many years of individual experience on similar contracts to this one. Our inspectors are not your typical roadway inspectors, because they were cross-trained as inspectors for building and facility improvements, electrical and lighting improvements, landscaping improvements, sewage improvements, storm drainage improvements, traffic signal improvements. Additionally, all of Southstar inspectors have performed inspection services for projects including storm drain and pipeline relocation, street improvements, traffic signal improvements, roadway widening, striping, traffic control, utility protection (with relocation if required) project quality control, and various types of concrete work. They are intimately familiar with the Caltrans Standard Specifications, Caltrans Standard Plans, and the Standard Specifications for Public Works Construction ("Green Book") State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). Inspectors will ensure that appropriate agencies (including, but not limited to) Fire Departments, City, resource (environmental) agency, and local agency personnel are notified and present as required throughout the project. They will notify the City immediately regarding any directives, recommendations, notices, etc. received from agencies other than the City. In the field, the Southstar team will make all reasonable efforts to guard the City against defects and deficiencies in the contractor's work.

Responsibilities of the construction inspectors include, but are not limited to:

- Performing daily on-site observations of the progress and quality of construction to determine if work being performed is in general conformance with contract documents, all applicable laws, codes, and ordinances.
- Identifying actual and potential problems associated with Project and recommending sound engineering solutions
- Reviewing plans, specification, and other contract and construction-related documents. Inspectors will intimately study these documents along with traffic control plans, construction schedules, sequences, and permit requirements. Understanding all the details of these resources will guide the inspectors when ensuring the contractor's compliance.
- Maintain photographs of the pre-construction phase, during the construction phase, and the post-construction phase
- Attend pre-construction meetings, weekly and monthly (if necessary) meetings, and discuss any concerns that may lead to budget or scheduling issues. Inspectors will create and submit a "Weekly Statement of Calendar/Working Days" as requested by the City.
- Coordinate with the Contractor to discuss the plans, specifications, and regulations to ensure the contractor is complying.
- Provide inspections to ensure encroachment permittees about non-compliance and correct compliance problems as they arise. Inspector will then notify the encroachment permittees when these problems arise.
- The field inspector's daily diaries will contain full documentation and photographs of the work performed. Consistent and accurate written and photo documentation of all field activities is of paramount importance in protecting the City against contractor claims and costly contract change orders. Per the City's request, the daily diaries will include site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations.
- Consistently review construction progress schedules to verify the project is on track and within budget. The inspectors will notify the Contractor should any deviations occur, and they will formulate a plan to bring the project back on track.
- Monitoring the contractor's daily work for safety, quality, public convenience, and compliance with contract documents.
- Coordination with the Materials Testing unit to review soil compaction and materials testing certifications of compliance. The Inspector will also coordinate with the City's Acceptance Testing and Independent Assurance Program firms to ensure the quality of work once completed. Monitoring of change order work.
- Monitor contractors to ensure materials aren't installed without the approval of the City's Material Testing firm.
- Monitor utility relocation , minimize utility conflict delays, and potent relocations. Inspectors will report any potential delays or relocations to the City.
- Coordinate with the Contractor and Public Outreach Liaison to discuss access to surrounding businesses and residential areas
- Ensure safety compliance in the field, for the surrounding public, and report any failing safety measures to the City.

UNDERSTANDING OF THE WORK TO BE DONE, AND THE WORK PLAN

- Monitor and maintain compliance with the City's National Pollutant Discharge Elimination System (NPDES). Ensure environmental compliance of other local Cities, County, State, and Federal regulations.
- Maintaining data for change orders and tracking the time of dispute, the time of the contractor's notification, and what the inspector will do.
- Provide technical support, prepare and submit necessary documentation for approval by the City and attend meetings as required in order to receive authorization from the City to construct the project.
- Maintaining awareness of water discharge requirements. Monitoring Contractors compliance with applicable regulations and applicable required construction contract provisions.
- Coordinate with the Contractor and construction manager to provide complete measurements and calculations to administer progress payments and make recommendations for payments
- Performing field measurements of the contractor's work and recording them in quantity calculation sheets that will be the basis for contractor's payments.
- Ensure the Contractor submits all certified payroll reports with monthly progress payment requests. The inspector will also coordinate with the labor compliance officer to ensure these reports are compliant with both federal and state prevailing wage regulations. Also, the inspector will verify the labor and hours reported by the Contractor's based on their daily diaries and inspection reports.
- Submit as-built plans to the City once the project is completed
- Making punch-lists, conducting final inspections and close-out encroachment and construction/excavation permits.

Daily Reports | The Southstar Inspector will provide the City with daily diaries of the construction progress. Here, the inspector will prepare a daily report using the Caltrans format found in the Caltrans Local Assistance Procedures Manual. The report will discuss quantities of materials, photos of construction progress, any issues that may have occurred throughout the day, construction activity, accomplishments, status of project budget and schedule, and any other components that should be brought to the City's attention.

Progress / Coordination Meetings | Southstar's Inspector will assist the construction manager in coordinating meetings with the Contractor, Designer, the City's construction surveyor, the City's materials inspector, and utility companies. During construction, Southstar's Inspector can lead or assist weekly progress meetings with the Contractor to address the status of the project and project issues. The team will prepare and distribute agendas, minutes, and an issues log. During these meetings, the status of submittals, RFIs, CCOs and project issues will be reviewed and updated.

Drainage | Proper on-site drainage is critical for the safety of the public and the constructed facilities. It is very important to maintain working drainage facilities during construction to prevent flooding of the project site, local streets and to construct the new facilities with the ultimate conditions in mind. The projects propose to construct/modify drainage systems with various pipe sizes and materials and drainage structures. Members of our team are heavily experienced in the construction of drainage facilities and systems in accordance with the Caltrans Standard Plans, Green Book and the contract documents.

Materials Testing | *Southstar will coordinate with our Materials Testing subconsultant, MTGL, to provide quality assurance material sampling and testing services to support the project as needed.* Field personnel will provide periodic or continuous observation and perform sampling and testing of in strict accordance with published standard testing procedures, the project Technical Specifications, and as directed by the City. During construction, their field inspector will meet each shift with the City's Representative to discuss the day's operations. The test results for each material will be processed into a standard report format and sent to the Resident Engineer within the timeline established by the project Technical Specifications. A summary of all acceptance testing will be maintained and updated throughout the project. Constant coordination between our field team and laboratory personnel ensures that time-sensitive tests are performed and reported promptly.

Soils Compaction Testing Service | MTGL's proposed scope of work for providing soils compaction testing on an on-call, as-directed basis will consist of the following.

- Performing relative compaction testing of utility trench backfills, and on-site street improvements
- Performing necessary laboratory tests to evaluate conformance of the soils and aggregate base materials
- Preparation of a written report summarizing all test results performed upon completion of the work. The report will not contain a rendering, opinion, certificate, or warranty, of the compaction or materials tested.

Asphalt Laydown Inspection and Testing | MTGL's proposed scope of work for asphalt laydown inspection and testing will consist of the following. Asphalt inspections and testing will be performed in general conformance to the latest Standard Specifications for Public Works Construction (Greenbook).

- Asphaltic Concrete Laydown Inspection - Services will consist of providing inspection and quality control during the laydown operation for conformance to the job specifications. The laydown inspection will consist of monitoring the temperature and rolling procedure for the in-place density of asphaltic concrete by nuclear method. The quality control will consist of asphaltic concrete maximum density testing for conformance to the job specification. A written report will be provided at the completion of the work.

UNDERSTANDING OF THE WORK TO BE DONE, AND THE WORK PLAN

- Laboratory Testing of Asphaltic Concrete - Services will consist of materials testing of asphaltic concrete. Services will include Hveem stabilometer, sieve analysis and extraction tests of asphaltic pavement. Tests will be performed on materials sampled at random locations and at frequencies based on the project specifications. A written report will be provided at the completion of the work.
- A written report summarizing the results of all tests performed will be prepared upon completion of the work.

Reinforced Concrete | Field testing of concrete will consist of slump and temperature. Samples will be fabricated and transported to our laboratory for compressive strength testing at the rate of one set of four concrete test cylinders per every 150 cubic yards.

Laboratory Testing of Concrete Specimens | Test cylinders would be cured in our laboratory in accordance with ASTM C192. Compression tests would be performed in accordance with ASTM C39 at 7 and 28 days, respectively. Copies of the results of all compression tests will be provided upon completion of the test.

Value Added Services

Photo Documentation | All our team members are equipped with iPhones and iPads for proper photo/video and written documentation of all project activities. We will document the job site existing conditions with complete and comprehensive job-site photos and video prior to construction. During construction activities and after completion of project elements, project photos and videos will be taken and stored on a common project cloud server to document progress. City staff will have access to Project cloud server at any time.

Cost Reduction Proposals | The team will monitor and manage the initiation, preparation, review and justifications for project cost reduction proposals submitted by the Contractor, Design Engineer, City or Southstar to affect the most desirable benefit to the project. Any proposal will be thoroughly reviewed by the team and discussed with the City for potential implementation after establishment of merit and benefit to the City.

Public Outreach | Southstar is proposing as-needed public outreach support with unrivaled experience in community outreach and public education and awareness programs. Led by Vanessa Barrientos, Bilingual, our team will provide community outreach and public meeting support for the project. Our team will ensure that accurate information regarding this project reaches targeted businesses and the community in a timely, cost-effective manner. Communication platforms are always tailored to the needs of the community and businesses. Our goal is to minimize the inconvenience of the community and traveling public as they all play an important role in the success of all projects. Ms. Barrientos's ability to communicate about design, engineering, traffic, and diverse communities makes her an asset throughout the life of the contract.



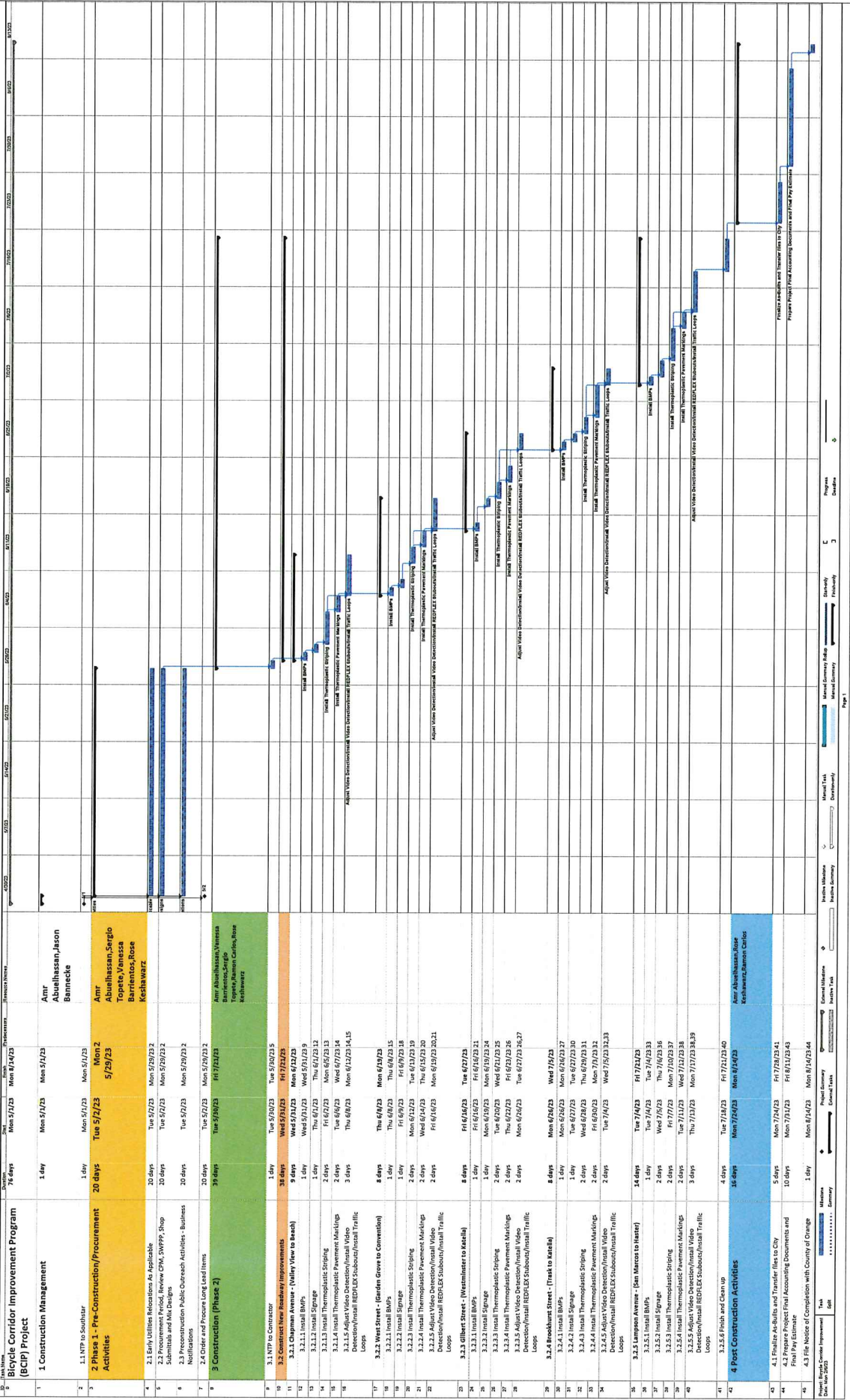
Ms. Barrientos is a seasoned award winning public outreach specialist with a broad background that combines Program Project Management (Caltrans), Traffic Management Coordination and Office Engineering services for state, County, Cities and body of Government Organizations. She successfully led a variety of public outreach campaigns most recently for the high-profile Caltrans I-5 Corridor Improvement Projects, a combination of 17 concurrent projects with multiple Traffic Management Plans (TMP) Caltrans Seniors, RE's, Inspectors and Public Works Directors.

She has proven abilities for managing complex, multi-objective projects with multidisciplinary teams and for designing and implementing outreach strategies that reach target audiences, especially participants with little or no tradition of participating in civic processes.

Project Schedule

The Southstar team has reviewed the plans provided with the RFP to determine an approximate schedule for various activities to be performed by the construction management team involved that identifies the milestones of major tasks of the Project. This schedule can be found on the following page.

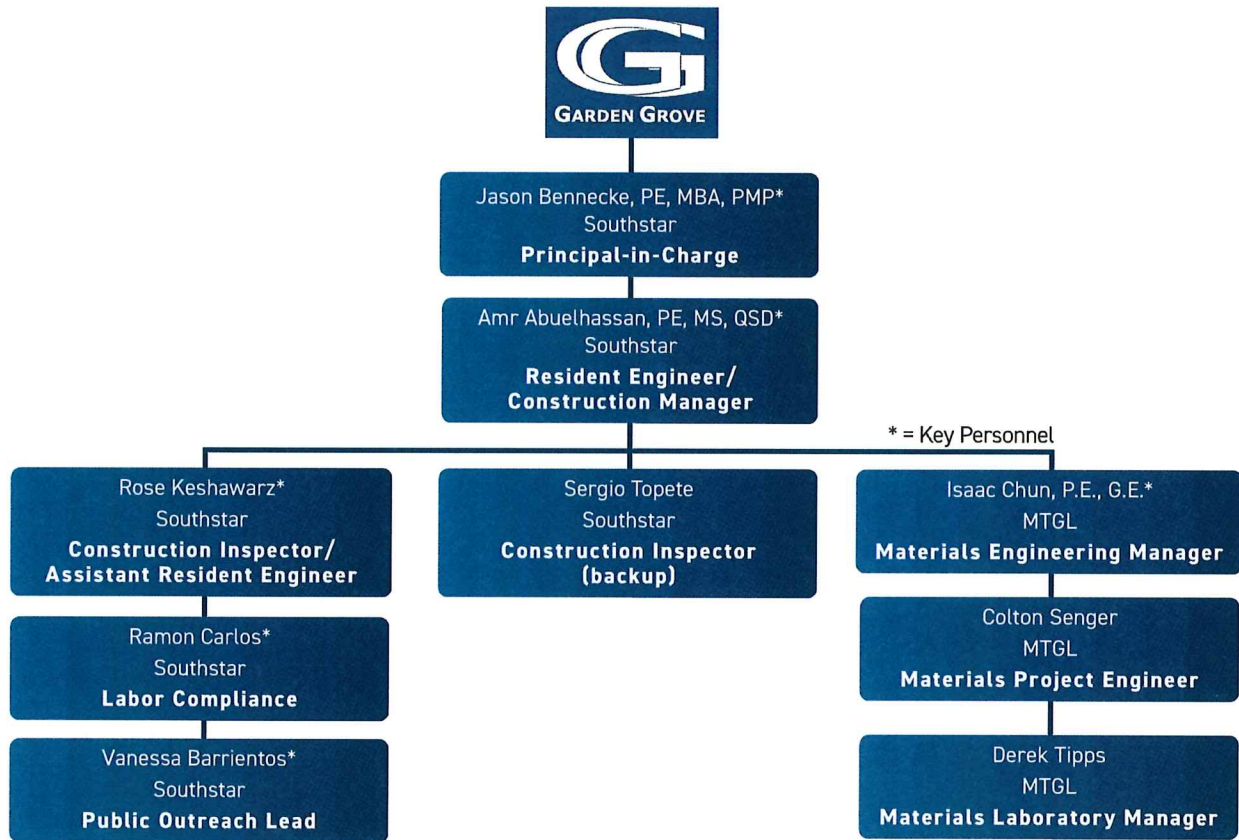
CITY OF GARDEN GROVE - Bicycle Corridor Improvement Program (BCIP) Project Improvements Proposed Resource Loaded Schedule and Workplan



Organization Chart and Proposed Roster

This organizational chart illustrates our team's proposed roles, lines of communication and support services. Below is a roster of available staff for the City to select for the *Bicycle Corridor Improvement Program (BCIP) Project*. Southstar will be happy to meet with the City to determine the unique needs of the project and provide recommendations from the available roster with regard to both technical expertise and availability as well as cost considerations.

Southstar understands that those designated as key personnel will be available to the extent proposed for the duration of the required services and acknowledges that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City of Garden Grove.



ROLE	NAME	FIRM	% AVAILABILITY
PIC	Jason Bennecke, PE, MBA, PMP*	Southstar	25%
Resident Engineer/Construction Manager	Amr Abuelhassan, PE, MS, QSD*	Southstar	As Needed (up to 100%)
Construction Inspector/Assistant Resident Engineer	Rose Keshawarz*	Southstar	100%
Labor Compliance	Ramon Carlos*	Southstar	As Needed (up to 100%)
Public Outreach Lead	Vanessa Barrientos*	Southstar	As Needed (up to 100%)
Construction Inspector (backup)	Sergio Topete	Southstar	As Needed (up to 100%)
Materials Testing Engineering Manager	Isaac Chun, P.E., G.E.*	MTGL	As Needed (up to 20%)
Materials Testing Field Technician	Colton Senger	MTGL	As Needed (up to 75%)
Materials Testing Field Technician	Derek Tipps	MTGL	As Needed (up to 60%)

Southstar Key Personnel Bios

JASON BENNECKE, PE, MBA, PMP - PRINCIPAL-IN-CHARGE/FIRM REPRESENTATIVE

As the PIC/Contract Manager/Firm Representative, Mr. Jason Bennecke, PE, MBA, PMP, (Professional Engineer, CA #58808) will be responsible for allocating the necessary resources for this contract. He will be responsible for the overall scope, cost, and schedule for all proposed work. Mr. Bennecke has over 30 years of civil engineering and management experience and has provided similar project management services for Caltrans, RCTD, and the Cities of San Luis Obispo, Corona, Menifee, Murrieta, Palm Desert, La Quinta, Palmdale, and Rialto. Mr. Bennecke is a master level risk manager, having managed risks for over a dozen local interchanges during project development and construction and he will regularly check in to ensure that our team is performing and meeting and/or exceeding the City's expectations.

AMR ABUELHASSAN, PE, MS, QSD - RESIDENT ENGINEER/CONSTRUCTION MANAGER

Mr. Amr Abuelhassan, PE, MS, QSD, (Professional Engineer, CA #C57817) brings over 30 years of experience in project management, construction management, and civil engineering. His relevant construction management and contract administration experience and knowledge provides a solid foundation for the delivery of projects from inception to completion of construction. He previously worked as construction manager for the local Cities of La Mirada, Santa Fe Springs, and Norwalk when he led the I-5 Widening Construction Traffic Mitigation Projects. In addition to this project, Mr. Abuelhassan has provided similar services required for this project on the San Pablo Avenue Streetscape Phase 1 and 2 Projects for the City of Palm Desert, and La Quinta's Complete Streets project for the City of La Quinta. Working with the local cities in Los Angeles, Orange, Riverside and San Bernardino Counties has resulted in Mr. Abuelhassan becoming intimately familiar working with various local agencies and utility companies. Mr. Abuelhassan, will serve as the resident engineer/construction manager for the duration of the project.

ROSE KESHAWARZ - CONSTRUCTION INSPECTOR/ASSISTANT RESIDENT ENGINEER

Ms. Keshawarz has over 24 years of experience in heavy construction work related to highways, railroads, airports, subdivision roads, stadiums & arenas, utility coordination and leisure and hospitality projects. Owners, designers, and contractors highly value her ability to communicate effectively in addition to her adeptness at cutting overall costs and to accelerate project schedules with efficiency. Ms. Keshawarz has worked on all aspects of construction and brings expertise in contract documentation, processing change orders, resolving conflicts, coordination with designers and resolves all field issues. She possesses an in-depth understanding of the Caltrans Standard Specifications and plans, Construction Manual, Bridge Construction Records and Procedures manual, Standard Specifications for Public Works Construction (Greenbook), and Cal-OSHA practices and procedures. She has led all aspects of contract administration including staffing; meeting with contractors and agencies; monitoring construction budget and schedule, partnering; as well as conducting value analysis and constructability reviews of project plans and specifications for errors and omissions. Public and private agencies across Southern California hold Ms. Keshawarz in high esteem and as she is a seasoned professional with Public Works project experience, which covers a complete spectrum of their needs. Ms. Keshawarz will serve as the full-time Construction Inspector for the duration of the project.

RAMON CARLOS - LABOR COMPLIANCE OFFICER

Mr. Ramon Carlos, Jr. has been a labor compliance officer since 2003 with the public sector as well as private sector. He takes on highly challenging positions and projects, and with his energy, initiative and ability to implement and administer programs, delivers successful assignments that have built his reputation in our industry as one of the best labor compliance officers in the Inland Empire.

VANESSA BARRIENTOS - PUBLIC OUTREACH LEAD

Vanessa Barrientos has over 15 years of experience planning and executing community outreach campaigns for high-profile infrastructure projects engaging and informing stakeholders. She consistently implements tailored public awareness campaigns with a cost-effective approach by proactively establishing goals, objectives, and budgets, while encouraging open conversation and facilitating the access of project information. Vanessa's experience includes visual content creation, collateral material creative concepts, presentation development, community event marketing, special event coordination, speaker's bureau research, canvassing, direct mail, grassroots outreach, helpline management, electronic communication, website management, social media content creation, photography, development of press releases and kits, and elected briefings coordination.

Jason Bennecke, PE, MBA, PMP | Principal-in-Charge

BIOGRAPHY



Mr. Bennecke has over 30 years of extensive civil engineering and management experience while working on large transportation projects in different capacities. As a full-time Project Manager at Caltrans District 8 from 2008-2014, he was responsible for successfully delivering and maintaining a project portfolio worth over \$500 million, mostly interchange reconstruction projects in various stages of PA/ED, PS&E, and Construction. He successfully guided ten (10) separate interchange projects in Riverside County through the project development and construction phases. His practical design experience includes design of roadways, streets, street lighting, drainage channels, drainage structures, storm drains, sanitary sewer, and structural work. He has broad experience in project coordination with local agencies, funding partners, Local Assistance, Caltrans, utility companies, cities, state agencies, and private property owners.

CV

Education	<ul style="list-style-type: none"> • Master of Business Administration, Corporate Management, CSUSB • BS, Civil Engineering, Cal Poly Pomona
Professional Registrations	<ul style="list-style-type: none"> • Professional Civil Engineer, CA #58808 • CA General Building Contractor, #921267CA • Real Estate Broker, Lic #01332170 • Certified Project Management Professional, PMP #1443915
Experience	<ul style="list-style-type: none"> • 14 Years with Southstar 30+ Years in Role
Benefits to the Project	<ul style="list-style-type: none"> • Significant experience on large scale paving, highway and bridge construction projects • Significant experience with risk mitigation and constructability reviews • 30 years working with and for Caltrans District 8 in San Bernardino, resulting in extensive knowledge of Caltrans procedures and policies • Extensive claims resolution experience

I-15/Cajalco Interchange Corona

Corona, CA – Project Manager

Mr. Bennecke was responsible for guiding this project which has reconstructed the interchange located on Interstate 15 (I-15) at Cajalco Road from Temescal Canyon Road to Bedford Canyon Road. The \$50 million dollar investment included the widening of Cajalco Road from a two-lane bridge to a six-lane overcrossing bridge on a new alignment north of the existing bridge. In addition, the bridge included a striped median, outside shoulders and a sidewalk on the southern side. Mr. Bennecke was able to successfully deliver this project despite its external challenges such as local mountain fires. Nonetheless, the project was still delivered ahead of schedule saving the City of Corona unnecessary costs.

San Pablo Ave Streetscape Phases I & II Projects

Palm Desert, CA – Project Manager

Mr. Bennecke was responsible for providing project management for these two construction management and inspection services projects. The projects were fully funded with City Funds, however, Mr. Bennecke ensured to document the project construction and progress payments in sufficient detail to comply with Caltrans Construction Manual, the Construction Manual Supplement for Local agency Resident Engineers, the Local Assistance Procedures Manual (LAPM) and the Local Agency Structure Representative Guidelines requirements and as directed by the City Engineer.

La Quinta Complete Streets Improvements Project

La Quinta, CA – Project Manager

Mr. Bennecke was responsible for providing project management services for this construction management, inspection, survey, and materials testing project. The project was partially funded with State Only Active Transportation Funds, and therefore we documented the Project construction and progress payments in sufficient detail to comply with Caltrans Construction Manual and the Local Assistance Procedures Manual (LAPM) requirements and as directed by the City Engineer. Careful consideration was taken to develop a construction schedule based on the approved Stage Construction plans. The construction staging and schedule was developed to minimize impacts to the businesses and school during the season (November to April) and to minimize detours and closures to keep traffic flowing at all times. As such, the Project was broken down into three phases.

Amr Abuelhassan, MS, PE, QSD | Resident Engineer/Construction Manager

BIOGRAPHY



Mr. Abuelhassan has over 31 years of experience in project management, construction management, and civil engineering. His extensive construction management and administration experience and knowledge provides a solid foundation for the delivery of projects from inception to completion of construction. Mr. Abuelhassan’s experience includes working for Caltrans District 8 delivering projects on various routes within the District as a Project Manager and as a Resident Engineer. Mr. Abuelhassan’s experience also includes working for the County of San Bernardino Department of Public Works as a Resident Engineer where he performed the duties of construction manager on several successful projects. During his tenure, as Resident Engineer at the County of San Bernardino Department of Public Works, Mr. Abuelhassan delivered the largest transportation construction project in the County’s history, Ft. Irwin Road Widening and Rehabilitation Project.

CV

Education

- Master of Science, Civil Engineering, California State University, Fullerton, 1997
- Bachelor of Science, Civil Engineering, California State Polytechnic University Pomona, 1991
- Caltrans RE Academy 2001

Professional Registrations

- Professional Engineer, CA #C57817
- Qualified SWPPP Developer (QSD) #23428

Experience

- 13 Years with Southstar | 31 Years in Role

Benefits to the Project

- Former Caltrans Project Manager and Resident Engineer
- Has managed multiple public works projects throughout Southern California
- Significant experience in Federally Funded Transportation Projects
- Experienced Resident Engineer of similar projects
- Expert on roadway, highway, and bridge construction projects
- Significant Experience in Delivering Transportation Projects under Caltrans Oversight

San Pablo Ave Streetscape Phase I and II Project
Palm Desert, CA – Resident Engineer

As resident engineer, Mr. Abuelhassan was responsible for providing construction management services. The project was fully funded with City Funds, however, Mr. Abuelhassan ensured to document the project construction and progress payments in sufficient detail to comply with Caltrans Construction Manual, the Construction Manual Supplement for Local agency Resident Engineers, the Local Assistance Procedures Manual (LAPM) and the Local Agency Structure Representative Guidelines requirements and as directed by the City Engineer. Mr. Abuelhassan was responsible for ensuring construction activities are continuous and no delay is encountered as a result of field conflicts.

La Quinta Complete Streets Improvements Project
La Quinta, CA – Resident Engineer

The Southstar Team, led by Mr. Abuelhassan, was responsible for providing construction management, inspection, survey, and material testing services. He ensured construction activities were continuous and that no delays were encountered as a result of field conflicts. The project was partially funded with State Only Active Transportation Funds, and therefore the Project construction and progress payments were documented in sufficient detail to comply with Caltrans Construction Manual and the Local Assistance Procedures Manual (LAPM) requirements and as directed by the City Engineer. The project was constructed in 3 phases split into 3 stages each.

SR-60 / Archibald Avenue Interchange Improvements Project
Ontario, CA – Senior Resident Engineer

Mr. Abuelhassan served as the Senior Resident Engineer on this \$15 million project that improved Archibald Avenue between East Oak Hill Drive and Monticello Place at the State Route 60 (SR 60) interchange, located in the City of Ontario in San Bernardino County. Improvements included widening Archibald Avenue to add a northbound left-turn lane to the westbound on-ramp and an additional southbound left-turn lane to the eastbound on-ramp. This widening also extended an additional storage lane south of the interchange for northbound traffic accessing the westbound on-ramp. The westbound and eastbound off-ramps were also widened to accommodate an additional left-turn lane. In addition, right-turn pockets in the northbound and southbound directions were added approaching the eastbound and westbound on-ramps. Services include: participation in the evaluation of scheduling; constructability reviews; utility coordination; construction project advertising, bid analysis, and award; construction inspection; surveying; materials testing; source inspection; landscape inspection; contractor interface and contract administration; office engineering; coordinating with local ongoing projects, and other assorted duties as appropriate in managing the construction of the Caltrans oversight and city roadway improvement project.

Rose Keshawarz | Construction Inspector/Assistant Resident Engineer



BIOGRAPHY

Ms. Keshawarz has over 24 years of experience in heavy construction work related to highways, railroads, airports, subdivision roads, stadiums & arenas, utility coordination and leisure and hospitality projects. Owners, designers, and contractors highly value her ability to communicate effectively in addition to her adeptness at cutting overall costs and to accelerate project schedules with efficiency. Ms. Keshawarz has worked on all aspects of construction and brings expertise in contract documentation, processing change orders, resolving conflicts, coordination with designers and resolves all field issues. She possesses an in-depth understanding of the Caltrans Standard Specifications and plans, Construction Manual, Bridge Construction Records and Procedures manual, Standard Specifications for Public Works Construction (Greenbook), and Cal-OSHA practices and procedures. She has led all aspects of contract administration including staffing; meeting with contractors and agencies; monitoring construction budget and schedule, partnering; as well as conducting value analysis and constructability reviews of project plans and specifications for errors and omissions.

CV	Education	<ul style="list-style-type: none"> • BS, Construction & Civil Engineering, Newark College of Engineering 1999
	Registrations	<ul style="list-style-type: none"> • OSHA 30 Hour Training • OSHA 10 Hour Training • URS Certified Project Manager • 30-Hour OSHA General Industry Safety
	Project Benefits	<p>Ms. Keshawarz has over 24 years' experience working on large construction projects:</p> <ul style="list-style-type: none"> • \$1.908 billion Caltrans and Metro, I-405 Sepulveda Gap Closure HOV Widening Project • \$1.5 billion Caltrans, RCTC and City of Corona, SR-91 / I-15 Corridor Improvement Design-Build • \$208-million San Bernardino County and Caltrans, I-15 / I-215 Interchange Design-Build CA • \$485 million City of Phoenix-Sky Harbor International Airport, Automated People Mover (APM) and Maintenance Facility
	Experience	<ul style="list-style-type: none"> • < 1 Year with Southstar 24 Years in Role

County of San Bernardino, Macy Street Improvements

San Bernardino, CA – Construction Inspector

Ms. Keshawarz served as Construction Inspector on this project. Project included removal and repair of broken and damaged curbs & gutters; driveway & alley approaches; sidewalks; and deteriorated asphaltic concrete pavement; installation and reconstruction of curb ramps meeting current Americans with Disabilities Act guidelines; surface grinding of existing asphalt concrete pavement; placement of Asphalt Rubber Hot Mix (ARHM) surface course and reconstruction of Public Works Facilities Parking Lot. She performed site inspections, making sure the work is being done in compliance with the plans and specifications and provided reporting, Daily Dairies, project photos and coordination with the contractor keeping track of equipment and track of manpower.

City of Whittier, Nelles at the Grove in Whittier (WUA18-027),

Whittier, CA – Construction Inspector

Field Inspector. The project includes new construction of 561 homes, 189 apartments and 150,000 square feet of retail and restaurant space. Four historic buildings will be preserved. Project also includes for new neighborhood parks and open space, as well as the restoration and reuse of four buildings from the 1920s and 1930s as part of the commercial and residential areas. Responsibilities include field inspection of asphalt concrete pavement, mill and resurfacing, AC dike, electrical work, coordinating with utility companies', landscaping, irrigation, grading, traffic signals, upgrade of traffic control devices, turn lanes, streetlights, parking lots, driveways; curbs, sidewalks, water systems, sewer systems and traffic control, concrete drainage pools and overseeing compliance testing. Her other tasks include reporting, Daily Dairies, project photos and coordination with the contractor, keeping track of equipment and track of manpower.

Holland Road/I-215 Bridge - City of Menifee

Menifee, CA – Office Engineer

As Office Engineer, Ms. Keshawarz provides construction support services for the Holland Road/I-215 Bridge. The work consists of installing a bridge structure, MSE walls, a roadway, and utilities. The structure will be a three span, cast-in-place prestressed (CIP/PS) concrete box girder bridge. The structure will be 328'-0" long and 82'-0" wide include parallel MSE walls will retain the approach at the east abutment and utility relocations. Responsibilities includes but not limited to significant coordination with multiple local Agencies, set up and maintain all project files in accordance with the Caltrans Construction Manual, SWPPP review and approval, review of quantities for progress payment, attending project construction, inspection and site meetings, as well as review and coordinate the engineering submittals such as, shop drawings/RFI's with engineering staff while ensuring quality plans meet the contract requirements and approved the design materials for the project. She reviews, process construction changes orders and coordinate with all subcontractors affected by the change. Coordinate construction activities with Utility Owners and Public and Local Agencies. Also prepare monthly progress report, review of contractors CPM schedule.

Ramon Carlos | Labor Compliance Officer

BIOGRAPHY



Mr. Ramon Carlos, Jr. has been a labor compliance officer since 2003 with the public sector as well as private sector. He takes on highly challenging positions and projects, and with his energy, initiative, and ability to implement and administer programs, delivers successful assignments that have built his reputation in our industry as one of the best labor compliance officers in the Inland Empire.

CV

Education

- High School Diploma

Experience

- 11 Years with Southstar | 20 Years in Role

City of Corona, I-15/Cajalco Road Interchange Project

Corona, CA - Labor Compliance Officer

Mr. Carlos served as the labor compliance officer for this \$50M project. The project reconstructed the interchange located on Interstate 15 at Cajalco Road in the City of Corona. The improvements will increase the capacity of the overcrossing and ramps to reduce congestion and accommodate projected development and growth in the area. As the labor compliance officer, Ramon is responsible for reviewing contractor’s certified payroll records, performing worker interviews, DBE reports and EEO records.

Project Cost: \$50 million | **Performance Period:** 10/2017-3/2020

I-10/Jefferson Street Interchange Project, Indio, CA

Indio, CA - Labor Compliance Officer

Mr. Carlos served as the Labor Compliance Officer for this project that consisted of widening the existing structure for both west and east bound traffic. The project added a 5-foot bike lane and an 8-foot shoulder to improve pedestrian safety and tie in with the existing east and west bound approaches by widening the existing structures. The project also included the installation of a water main on Foothill. Throughout the construction duration, one-way traffic was maintained on Foothill Boulevard, continuous access to the businesses and residents was also maintained.

Project Cost: \$45 million | **Performance Period:** 03/2015-10/2017

Foothill Boulevard Bridge Widening

San Dimas, CA - Labor Compliance Officer

Mr. Carlos served as the Labor Compliance Officer for this project that consisted of widening the existing structure for both west and east bound traffic. The project added a 5-foot bike lane and an 8-foot shoulder to improve pedestrian safety and tie in with the existing east and west bound approaches by widening the existing structures. The project also included the installation of a water main on Foothill. Throughout the construction duration, one-way traffic was maintained on Foothill Boulevard, continuous access to the businesses and residents was also maintained.

Project Cost: \$2.3 million | **Performance Period:** 03/2015 – 04/2016

Los Alamos Bridge, I-15

Murrieta, CA - Labor Compliance Officer

As the labor compliance officer, Mr. Carlos reviewed the Prime and subcontractor certified payrolls, monthly, to confirm compliance with specified prevailing wage requirements. He also provided written reports with any findings on certified payroll reviews and interviews to construction manager monthly.

Project Cost: \$30 million | **Performance Period:** 12/2006-12/2010

Riverside Water Treatment Plant (WQCP expansion project)

Riverside, CA – Labor Compliance Officer

Mr. Carlos served as the labor compliance officer. He reviewed the Prime and subcontractor certified payrolls, monthly, to confirm compliance with City of Riverside specified prevailing wage requirements. He conducted on-site/mail interviews with prime and subcontractor employees to confirm compliance with the City of Riverside specified prevailing wage requirements. He conducted source document reviews on contractors who performed work on project. He also provided written reports with any findings on certified payroll reviews and interviews to construction manager monthly.

Project Costs: Varies | **Performance Period:** Varies

Vanessa Barrientos | Public Outreach Lead

BIOGRAPHY



Vanessa Barrientos has over 15 years of develop and execute tailored public awareness campaigns for over \$3.4 billion high-profile infrastructure projects with a cost-effective approach by establishing goals, objectives and budgets. She encourages open conversation and facilitating the access of project information. Top priorities are safety and engaging the community in an open conversation and facilitating the access of project information. Her unique approach to public outreach strains from her experience as a Caltrans Traffic Management Center Liaison, Assistant Project Manager for Caltrans Stream-Lined Oversight Projects, and as an Office Engineer. These assignments enhanced her communication skills – affording her the capability of communicating with Engineers - turn around and decode technical project information to the general public for continuous support throughout the life of the project.

CV

Education

- BS Criminal Justice, California State University, San Bernardino

Awards

- ASCE OC Branch Awards | Construction Project of the Year
- Gold Award, MarCom Awards | Communication Program
- Finalist, Public Relations Society of America, 50th Prism Awards, Community Relations

Experience

- 7 Year with Southstar | 15 Years in Role

San Pablo Avenue Streetscape Phase 1 and 2 Project

Palm Desert, CA – Public Outreach Liaison

Ms. Barrientos is served as the lead Community Outreach Representative for the project that will ransformed San Pablo Avenue into a key artery in a revitalized city center where walking, biking, and fun is the focus in the City of Palm Desert. Her responsibilities included a community outreach plan, dedicated website, dedicated hotline, project branding, construction notices, business outreach, TEXT to Sign-Up, construction maps, collateral material, monthly aerial photos, bitables videos and canvassing. Coordinating Project Partners include: City Project Manager, Contractor, Resident Engineer, CVWD, Business Owners and field staff. She attends weekly construction meetings, reviews schedule and develops tailored outreach services for each construction activities.

La Quinta Complete Streets Multi-Stage Project

La Quinta, CA – Public Outreach Liaison

Ms. Barrientos served as the lead Community Outreach Representative for the project that constructed five new roundabouts where pedestrian, bicycle, golf cart, and automobile traffic exists. Her responsibilities included a community outreach plan, dedicated website, dedicated hotline, TEXT to Sign-Up, construction maps, project branding, construction notices, business outreach, collateral material, monthly aerial photos, bitables videos and canvassing. Coordinating Project Partners include: City Project Manager, City PIO, Contractor, Resident Engineer, Old Town La Quinta, Benjamin Franklin Elementary School, Bus Transit, Business Owners and field staff. She attended weekly construction meetings, reviews schedule and developed tailored outreach services for each construction activities.

County of Orange, OC Public Works, La Pata Extension Project

San Clemente/San Juan Capistrano, CA – Dedicated Community Outreach Coordinator

Ms. Barrientos was responsible for developing and implementing the extensive community outreach plan. The plan, tailored to encompass the entire Orange County region includes collaborating with other county groups, event planning, resident and business outreach, open houses, community meeting presentations, branding, collateral material development and review news releases, translation and interpretation, inquiries, and 3D simulation. Partners include, Cities of San Juan Capistrano, San Clemente, OC Waste & Recycling and construction division.

City of Corona – I-15/Cajalco Road Interchange Project, Dedicated Community Outreach Liaison

Corona, CA – Dedicated Community Outreach Liaison

Ms. Barrientos served as a Dedicated Community Liaison and was responsible for developing and executing a comprehensive bilingual community outreach plan for this complicated highway project. She coordinated with resident engineer, contractor, I-15 Express Lanes Project, EVMWD’s Flager Wells Project, Temescal Canyon Widening Project, City Water Main Project, Arantine Hills Development Roadway Project, local businesses and residents. Her outreach plan included a dedicated project website, business outreach, resident outreach, City Council briefing presentations, branding and collateral material design, toll-free hotline number management, graphic design, photography, translation services, and construction alerts. She maintained a comprehensive documentation control system, detailing public inquiries, photos, and outreach activities.

ISAAC CHUN, P.E., G.E.

Geotechnical Engineer/Engineering Manager

EXPERIENCE

Years of Experience: 29
 Years with MTGL: 11
 Office Location: Anaheim

EDUCATION

- B.S. Civil Engineering, California State Polytechnic University, Pomona

LICENSES

/CERTIFICATIONS

- State of California Registered Civil Engineer, CE #59431
- State of California Registered Geotechnical Engineer, GE #2649

EXPERTISE

- Preconstruction and Regular Construction Meeting
- Geotechnical Services
- Materials Testing
- Source Inspection
- Roadway Inspection
- Project Management
- Monthly Activity Reports
- Safety
- Project Closeout

AVAILABILITY: 20%

Isaac Chun is a Geotechnical Engineer and Engineering Manager with over 29 years of experience in geotechnical engineering, materials testing, special inspection, construction engineering and management, quality assurance/quality control program development and administration, and the source/fabrication inspection industry.

His extensive experiences and knowledge base include geotechnical investigations, specialty pile design, seismic hazard mitigation, resource evaluation and characterization, slope stability analysis, settlement analysis, seepage analysis, performance testing, post-construction stability analysis, distress mapping, and soils characterization. His geotechnical construction experience includes specification review and augmentation, earthwork-related remediation, deep pile inspection, CIDH inspection, observation of ground improvement construction, and regulatory agency compliance.

He is experienced performing in quality program management and administration extends to projects administered through FAA, FHWA, USACE, Greenbook, DSA, OSHPD, and various other city governments and local funding agencies.

RELEVANT PROJECT EXPERIENCE

JACOBS PROJECT MANAGEMENT

Contact/Phone
 Ken Bui, P.E.
 P: 714-400-7988

OCTA DB I-405 Improvement Project.

Engineering Manager during materials testing and inspection services for the project improvement scope of work includes but is not limited to the construction of two (2) new travel lanes from the Orange County segment of the I-405 to the Los Angeles County Lane. In addition to the new pavement, twelve (12) Over-Crossings are being rebuilt to accommodate a wider freeway.

JACOBS PROJECT MANAGEMENT

Contact/Phone
 Gary Tomasetti
 P: 714-412-2262

I-215 Central Widening – Scott Road in Menifee and Nuevo Road in Perris, California.

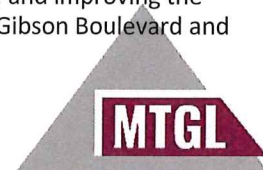
Engineering Manager for the project widened 12.5-miles of Interstate 215 between Scott Road in Menifee and Nuevo Road in Perris. One (1) lane added in each direction to this section of I-215 and three (3) continuous Northbound lanes and Southbound lanes on I-215 between I-15 and SR 60.

JACOBS PROJECT MANAGEMENT

Contact/Phone
 Gary Tomasetti
 P: 714-412-2262

SR47/I-110 Widening and Improvements, Los Angeles, California.

Engineering Manager for the proposed project involved widening of the SR47/I-110 connector from 1 to 2 lanes, extending the additional general-purpose lane on the northbound NB I-110 past the John S. Gibson Boulevard off-ramp, modifying the northbound ramps at the I-110/John S. Gibson Boulevard interchange, and improving the intersection of John S. Gibson Boulevard and the NB I-110 ramps.



Relevant Reference Project Experience

It is important for Southstar to showcase the depth of experience that has broadened our skills and talents, and will serve us well in delivering this project for the City of Garden Grove. Multiple street rehabilitations, grade separations, and roadway projects, combined with our deep knowledge of Caltrans procedures, have us ready to take on any project with an unmatched level of expertise. The following examples detail our expertise on past successful projects that have prepared us for delivering this project for the City of Garden Grove. Additional reference information can be found in Attachment H in the Forms section of this proposal.

SAN PABLO PHASES 1 & 2

CITY OF PALM DESERT | 2019 - 2021 | Project Cost: \$20M

The San Pablo Avenue Streetscape Project transformed San Pablo Avenue into a key artery in a revitalized city center where walking, biking, and fun is the focus in the City of Palm Desert. Roadway lanes are being reduced to allow room for improved bikeways along San Pablo Avenue, enhanced pedestrian accommodations, new landscaping, beautification of existing community gardens, on-street parking, and a roundabout intersection at San Gorgonio Way. Project Elements included Roundabout intersection at San Gorgonio Way, Midblock Pedestrian Crossings, On-Street Bikeway, In-Street Event Space, Decorative Hardscape, Landscape and Shade Trees, Enhanced Street Lighting, Street Furniture, and Pocket Parks. *Southstar provided Construction Management, Inspection and Public Outreach Services throughout the duration of the project.*



CLIENT	NAME	TITLE	PHONE	EMAIL
City of Palm Desert	Randy Bowman	Deputy Director of Public Works	760.346.0611	rbowman@cityofpalmdesert.org

STREETER AVENUE GRADE SEPARATION

CITY OF RIVERSIDE | 2013 - 2015 | Project Cost: \$36M

The Streeter Avenue Grade Separation project provided for the lowering of Streeter Avenue under the UPRR railroad tracks. The project site was along an arterial street within a residential area of the City. Two elementary schools and two churches were less than ½ mile from the site. The project scope included major earthwork grading to accommodate the construction of two parallel bridges, one to carry traffic on Dewey Avenue which is parallel and immediately adjacent to the railroad, and another bridge to carry UPRR and Metrolink trains over Streeter Avenue. Other work needed to complete the grade separation project included: Realignment of residential streets within the project area; major utility relocations; and the construction of a new storm water pump station. The Streeter Avenue Underpass Structure is a 4-span precast box beam girder supported on CIDH piles. Southstar has provided similar services on multiple grade separation projects throughout the City of Riverside in the past decade and has worked with Mr. Cwiak often.



CLIENT	NAME	TITLE	PHONE	EMAIL
City of Riverside	Danny Cwiak	Contracts Administrator	951.826.5892	dcwiak@riversideca.gov

LA QUINTA COMPLETE STREETS PROJECT

CITY OF LA QUINTA | 2020 - 2021 | Project Cost: \$13.5M

The City of La Quinta invested over \$13.5 million from various funding sources to construct five new roundabouts in the La Quinta Village where pedestrian, bicycle, golf cart, and automobile traffic exists. The reduced travel lanes and cross-walks added mid-block will provide pedestrians with safer access to Civic Center Park, Old Town La Quinta, and the Benjamin Franklin Elementary School. Improvements are being completed in three stages throughout The Village and Cove areas. *Mr. Abuelhassan served as Resident Engineer/Construction Manager and Ms. Barrientos provided Public Outreach services for this project.*



CLIENT	NAME	TITLE	PHONE	EMAIL
City of La Quinta	Bryan McKinney, PE	City Engineer	760.777.7045	bmckinney@laquintaca.gov



Federal-Aid PROVISIONS AND FORMS

Engineering Trust Into Every Project

Attachment B: 10-I

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of __12__%

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards [meeting](#) the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included [in best qualified consultant’s executed consultant contract](#). Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#).
 - 1. Click on the link titled "Access the DBE Query Form"
 - 2. Click on "Start DBE Firms Query" link

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. materials or supplies purchased from dbes count towards the dbe goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

Attachment B: 10-Q

**NOT APPLICABLE
TO SOUTHSTAR**

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	
	<p>Signature: <u>Jason Bennecke</u></p> <p>Print Name: <u>Jason Bennecke, PE, MBA, PMP</u></p> <p>Title: <u>Executive Vice President/CAO</u></p> <p>Telephone No.: <u>951-342-3120</u> Date: <u>02/07/2023</u></p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction</p> <p>Standard Form - LLL</p>	

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files



Attachment B: 10-Q

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>FDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p>(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. check <input type="checkbox"/> c. invoice; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: <u>Michelle Elliott</u></p> <p>Print Name: <u>Michelle Elliott</u></p> <p>Title: <u>Owner/CEO</u></p> <p>Telephone No.: <u>714-632-2999</u> Date: <u>01/26/23</u></p>		<p>Authorized for Local Reproduction</p> <p>Standard Form - LLL</p>
<p>Federal Use Only:</p>		

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Attachment B: 10-O1

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Garden Grove 2. Contract DBE Goal: 12%
 3. Project Description: Bicycle Corridor Improvement Program (BCIP) Project - Federal-Aid Project No: CML-5328 (083) City Project No: PKG 2312
 4. Project Location: Garden Grove, CA
 5. Consultant's Name: Southstar Engineering & Consulting, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Materials Testing	CUCP 33843	Steven Koch - MTGL , Inc. - (760) 420-9200 2992 East La Palma Ave. Suite A Anaheim, CA 92806	12%
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		11. TOTAL CLAIMED DBE PARTICIPATION	12 %
21. Local Agency Representative's Signature _____ 23. Local Agency Representative's Name _____ 25. Local Agency Representative's Title _____	22. Date _____ 24. Phone _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature _____ Jason Bennecke, PE, MBA, PMP 14. Preparer's Name _____ Executive Vice President/CAO 16. Preparer's Title _____	02/07/23 13. Date _____ 951-342-3120 15. Phone _____

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



Attachment B: 15-H

15-H NOT APPLICABLE TO SOUTHSTAR BECAUSE WE HAVE TEAMED WITH A DBE SUBCONSULTANT TO MEET 12% GOAL

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 02/07/2023 PE/CE

Federal-aid Project No(s) CML-5328 (083) Bid Opening Date 01/10/2023 CON

The City of Garden Grove established a Disadvantaged Business Enterprise (DBE) goal of 12% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, please attach additional sheets as needed:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Table with 2 columns: Publications, Dates of Advertisement. Includes horizontal lines for data entry.

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Table with 3 columns: Names of DBEs Solicited, Date of Initial Solicitation, Follow Up Methods and Dates. Includes horizontal lines for data entry.

Attachment C

Bidders List

The Department of Transportation requires the City to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, proposal or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract. The bidder is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary bidder, and submit this information to the City by date and time noted in this RFP.

Prime Name and Location	Type of Work/Services/Materials Provided:		Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.		DBE (Y/N)		Phone:		Annual Gross Receipts	
	NAICS/WCC				DIR Reg Number	DBE Certification ID	DBE Certification ID	E-mail:	Less than \$1 million	Less than \$5 million	Less than \$10 million	Less than \$15 million
Prime Offeror: Southstar Engineering & Consulting, Inc. Contact Name: Jason Bennecke Address: 1945 Chicago Ave. Unit C-2 Riverside, CA 92507	Construction Management and Inspection services		TBD	12%	N/A		N	951-342-3120		951-342-3120		<input type="checkbox"/> Less than \$1 million <input checked="" type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million
Age of Firm: 16 yrs.												

Subconsultant Name and Location	Type of Work/Services/Materials Provided:		Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.		DBE (Y/N)		Phone:		Annual Gross Receipts	
	NAICS/WCC				DIR Reg Number	DBE Certification ID	DBE Certification ID	E-mail:	Less than \$1 million	Less than \$5 million	Less than \$10 million	Less than \$15 million
Firm Name: MTGL, Inc. Contact Name: Michelle Elliott Owner/CEO Address: 2992 E. La Palma Ave., Suite A Anaheim, CA 92806	Soils Inspection and Materials Testing		TBD	12%	N/A		Y	714-632-2999		714-632-2999		<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input checked="" type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million
Age of Firm: 29 yrs.												

Attachment D

City of Garden Grove
BCIP Project

DBE LETTER OF ACKNOWLEDGMENT AND COMMITMENT

1. RFP NO.: 159224

2. Project Name/Description: Bicycle Corridor Improvement Program (BCIP) Project

3. Offeror: Southstar Engineering & Consulting, Inc.

4. DBE Commitment Information

(A) Description of work to be performed by DBE firm (include bid item number on the DBE Participation Commitment Form as applicable):

Materials Testing


(B) Dollar value of this work \$ TBD (12% participation)

5. DBE ACKNOWLEDGMENT*

I acknowledge that my firm has been listed by the Offeror named above, and is committed, to perform the scope and portion of work (A and B) stated above.

DBE Firm's Name: MTGL, Inc.

Name: Michelle Elliott

Signature: 

Title: Owner/CEO

Telephone: 714-632-2999

*If the offeror does not receive award of the prime contract, any and all representations in this letter of Acknowledgment and Commitment shall be null and void.

This form may be used to fulfill the DBE Participation Commitment Letter requirement as stated in the RFP instructing that the "the offeror is required to submit with the proposal a DBE Letter of Acknowledgement and Commitment signed and dated from each DBE acknowledging that the DBE is participating in the contract for the specified dollar value (\$) and scope of work.

This form is required from each proposed DBE firm listed on the bidder's proposal


Attachment F

City of Garden Grove
BCIP Project

**ATTACHMENT F
NON-COLLUSION STATEMENT**

It is understood and agreed that:

1. No proposal will be accepted unless authorized representatives of proposing organizations attend the mandatory pre-proposal conference at the stated time and location specified within the RFP document.
2. After the contract has been awarded, the designed Contractor shall attend a pre-job conference. The Contractor shall be informed of said time and location.
3. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of the agreement shall affect or modify any of the terms or obligations of this proposal.
4. The City will not be responsible for any errors or omissions on the part of the undersigned in making up his proposal, nor will proposers be released on account of errors.
5. The undersigned hereby certifies that this proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm or corporation to refrain from proposing, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other proposer.
6. The Undersigned is licensed in accordance with the Laws of the State of California.

BY: 
 (Authorized Signature)
Jason Bennecke, PE, MBA, PMP
 (Type or Print Name)
Executive Vice President/CAO
 (Title)
jason@southstareng.com
 (Email Address)
Southstar Engineering & Consulting, Inc.
 (Company Name)

951-342-3120
 (Telephone Number)

Attachment G

City of Garden Grove
BCIP Project

**ATTACHMENT G
CONFLICT OF INTEREST AND NON-DISCRIMINATION CERTIFICATION**

Conflict of Interest. Consultant acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in the Agreement nor shall Consultant enter into any agreement of any kind with any such officer or employee during the term of the Agreement and for one year thereafter. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining the Agreement.

Covenant Against Discrimination. In connection with its performance under the Agreement, Consultant shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (i.e., place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a "prohibited basis"). Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to City's lawful capacity to enter the Agreement, and in executing the Agreement, Consultant certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Consultant activity, including but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and further, that Consultant is in full compliance with the provisions of Palm Springs Municipal Code Section 7.09.040, including without limitation the provision of benefits, relating to non-discrimination in city contracting.

NAME OF CONSULTANT: Southstar Engineering & Consulting, Inc.

NAME and TITLE of Authorized Representative:

(Print) Jason Bennecke, PE, MBA, PMP - Executive Vice President/CAO

Signature and Date of Authorized Representative:

(Sign)  (Date) 02/07/2023

Attachment H

City of Garden Grove
BCIP Project

ATTACHMENT H
CITY OF GARDEN GROVE
PAGE 1 of 2
REFERENCES

List and describe in full the contracts performed by your firm which demonstrate your ability to provide the services included in the scope of work. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm’s qualifications.

Reference 1

Agency Name: City of Palm Desert Key Staff/Contact Individual: Randy Bowman
Address: 73510 Fred Waring Drive Phone Number: 760.346.0611
Palm Desert, CA 92260 Email Address: rbowman@cityofpalmdesert.org
Contract Amount: \$20 Million
Description of Project: The San Pablo Avenue Streetscape Project transformed San Pablo Avenue into a key artery in a revitalized city center where walking, biking, and fun is the focus in the City of Palm Desert.

Reference 2

Agency Name: City of Riverside Key Staff/Contact Individual: Danny Cwiak
Address: 3900 Main Street, 4th Floor Phone Number: 951.826.5892
Riverside, CA 92522 Email Address: dcwiak@riversideca.gov
Contract Amount: \$36 Million
Description of Project:
The Streeter Avenue Grade Separation project provided for the lowering of Streeter Avenue under the UPRR railroad tracks. The project site was along an arterial street within a residential area of the City.

Reference 3

Agency Name: City of La Quinta Key Staff/Contact Individual: Bryan McKinney, PE
Address: 78495 Calle Tampico Phone Number: 760.777.7045
La Quinta, CA 92253 Email Address: bmckinney@laquintaca.gov
Contract Amount: \$13.5 Million
Description of Project: The City of La Quinta invested over \$13.5 million from various funding sources to construct five new roundabouts in the La Quinta Village where pedestrian, bicycle, golf cart, and automobile traffic exists.

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED
NONRESPONSIVE.



ATTACHMENT H

**CITY OF GARDEN GROVE
PAGE 2 of 2
REFERENCES**

Reference 4

Agency Name: City of La Mirada Key Staff/Contact Individual: Mark Stowell
 Address: 15515 Phoebe Avenue Phone Number: 562.902.2385
La Mirada, CA 90638 Email Address: mstowell@cityoflamirada.org
 Contract Amount: Various (On-call task orders)

Description of Project: Southstar provided inspection services for various improvements projects for the ambitious, five-year, multi-million dollar infrastructure improvement plan to include numerous reconstruction, repair and replacement projects throughout the City.

Reference 5

Agency Name: City of South Gate Key Staff/Contact Individual: Jose Loera
 Address: 8650 California Ave, Phone Number: 323.563.9578
South Gate, CA 90280 Email Address: Jloera@sogate.org
 Contract Amount: \$6 Million

Description of Project: Southstar provided construction management, inspection, and labor compliance services for this two project contract. Delivered the Garfield Avenue and Imperial Highway Street Improvements, Firestone Boulevard And Otis Street Improvements, and Imperial Highway Center Median projects.

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL. PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

Attachment JCity of Garden Grove
BCIP Project

**Sample Professional Services Agreement for Construction
Management & Inspection Services
For the Bicycle Corridor Improvement Program (BCIP) Project
Federal-Aid Project No. CML-5328(083) – City Project No: 2312**

By submitting a proposal, the bidder confirms that they have reviewed the RFP and the sample agreement provided here. In a case if a bidder would like to propose revisions made to language in RFP or agreement, the bidder is required to identify and list all proposed modifications as last attachment of bidder's proposal. If there are no proposed modifications by bidder, attachment in proposal should clearly state the bidder's agreement to all terms and conditions in RFP and sample agreement.

ATTACHMENT J

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and ~~XXXXXXXXXXXXXXXXXX~~, herein after referred to as "CONSULTANT".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City Council approval dated _____.
2. CITY desires to utilize the services of CONSULTANT to _____.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONSULTANT hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause per Section 3.4 below. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with CONSULTANT's proposal which is attached as Attachment _____ and is hereby incorporated by reference. CONSULTANT is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment _____, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** Total Compensation under this agreement shall not exceed (NTE) amount of XXXXXXXXXXXXXXXX (\$XXXX.XX), payable in arrears and in accordance with proposal in Attachment _____.
 - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or

completion of performance of services, CONSULTANT must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).

- 3.3 Records of Expenses. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONSULTANT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier or CONSULTANT or its agent to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 INSURANCE AMOUNTS. CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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

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

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital

status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY's employees. 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. If for any reason, any court or governmental agency determines that CITY has financial obligations, other than pursuant to Section 3 above, 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.

8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.

10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

11. **Conflict of Interest.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

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

- a. (CONSULTANT)
XXXXXXXXXXXXXXXXXX
Attention: XXXXXXXX
XXXXXXXXXXXXXXXXXX

XXXXX, CA 9XXXX

- | | |
|---|--|
| <p>b. (Address of CITY)
 City of Garden Grove
 11222 Acacia Parkway
 Garden Grove, CA 92840</p> | <p>(with a copy to):
 Garden Grove City Attorney
 11222 Acacia Parkway
 Garden Grove, CA 92840</p> |
|---|--|

13. **Contractor's Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

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

15. **Familiarity with Work.** By executing this Agreement, CONSULTANT 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 CONSULTANT'S risk, until written instructions are received from CITY.

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

17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.

18. **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.

19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or

damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
22. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
23. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
25. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

\\ \\ \\

(Agreement Signature Block on Next Page)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONSULTANT"
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

Attachment K

BIDDER/CONTRACTOR/CONSULTANT STATEMENT
 REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)

This signed document must be included with your bid/proposal package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR/CONSULTANT HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City** and other additional insureds as per the agreement for the work specified and we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Southstar Engineering & Consulting, Inc.

 Please Print (Person, Firm, or Corporation)



 Signature of Authorized Representative

Jason Bennecke, PE, MBA, PMP - Executive Vice President/CAO

 Please Print (Name & Title of Authorized Representative)

<u>02/07/2023</u>	<u>951-342-3120</u>	<u>jason@southstareng.com</u>
Date	Phone Number	Email



STATEMENT OF COMPLIANCE

The undersigned Proposer declares that the proposal submitted to Provide Consultant Services for the Bicycle Corridors Improvement Program (BCIP) Project for the City of Garden Grove as described in, and in response to City of Garden Grove enclosed RFP was prepared in strict compliance with the instructions, conditions and terms listed in the RFP, Scope of Services and Draft Agreement, with exceptions listed below, if applicable. At least one box for each item must be checked.

RFP Instructions and Terms & Conditions (Check One)

No Exceptions Taken

Exceptions Taken

Scope of Services (Check One)

No Exceptions Taken

Exceptions Taken

Draft Agreement/Insurance Requirements (Check One)

No Exceptions Taken

Exceptions Taken

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested rewording of the contractual obligations or suggested change in RFP, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any Proposals that are not accompanied with the required documentation as described above.

Signature

Jason Bennecke, PE, MBA, PMP
- Executive Vice President/CAO

Printed Name and Title

02/07/2023

Date

Southstar Engineering & Consulting, Inc.

Name of Proposer

(Attach a separate sheet(s) detailing each exception being taken, if applicable)

Attachment N

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 21, U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization: Southstar Engineering & Consulting, Inc.

Address: 1945 Chicago Ave. Unit C-2

City: Riverside

State: CA

Zip Code: 92507

[Signature]
(Signature of Authorized Official)

Executive Vice President/CAO
(Title of Authorized Official)

(Date) 02/07/2023

COST PROPOSAL FOR:

FEBRUARY 7, 2023

CONSTRUCTION MANAGEMENT & INSPECTION SERVICES FOR BICYCLE CORRIDOR IMPROVEMENT PROJECT

FOR THE
CITY OF GARDEN GROVE
RFP No. 159224



SOUTHSTAR
ENGINEERING
& CONSULTING, INC

1945 Chicago Avenue, Suite C-2
Riverside, CA 92507
951.342.3120
southstareng.com



February 7, 2023

City of Garden Grove
Community and Economic Development Department
11222 Acacia Parkway
Garden Grove, CA 92840
ATTN: Alana Cheng

RE: City of Garden Grove – Construction Management & Inspection Services for Bicycle Corridor Improvement Program (BCIP) Project

Dear Ms. Cheng,

Southstar Engineering & Consulting, Inc. (Southstar) greatly appreciates the City of Garden Grove for granting us the opportunity to submit this cost proposal to provide construction management and inspection services for the Bicycle Corridor Improvement Program (BCIP) Project. The total estimated fee for the proposed scope of services is \$153,186 00. Southstar understands the need to be able to adjust to changes in schedule to accommodate more or less working days and will modify our billable hours to closely reflect days when construction is occurring and days when no construction will take place. The following pages include our fee proposal along with our subconsultant's (MTGL) cost information as well.

We look forward to working with the City of Garden Grove.

Sincerely,

Jason Bennecke, PE, MBA, PMP
Executive Vice President
Southstar Engineering & Consulting, Inc.

CITY OF GARDEN GROVE
 BICYCLE CORRIDOR IMPROVEMENT PROGRAM (BCIP) PROJECT
 FEDERAL PROJECT NO. CML-5328 (083), CITY PROJECT NO. PKG 2312

Prime - Southstar Engineering & Consulting, Inc.

45 WORKING DAYS, ONE WEEK PRE- CONSTRUCTION and ONE WEEK POST CONSTRUCTION

Task	Labor Classification	Names		Resident Engineer/Construction Manager (Key)	Construction Inspector/ARE (Key)	Construction Inspector - As needed Backup	Labor Compliance	Public Outreach	Total Hours	Total Cost	
		Jason Bennecke, PE, MBS, PMP	Amr Abuelhassan, PE, MS, QSD								Rose Keshawariz
Loaded Billing Rates with Mark-Up (Hourly)	Hours	\$	259.00	\$	259.00	\$	175.00	\$	169.00	\$	155.00
Project Coordination	11			132	40				22		\$ 47,447.00
Construction Observation				44	360	22					\$ 78,114.00
Materials Testing									0		\$ -
Labor Compliance							22				\$ 3,410.00
Post Construction Services	4			16	16		8		44		\$ 9,220.00
Total Direct Cost (ODC)											\$ -
Southstar Engineering & Consulting, Inc.											\$ 138,191.00
MTGL, Inc. (See Attachment)											\$ 14,995.00
TOTAL PROJECT COST											\$ 153,186.00

Assumptions

This not to exceed fee is based on 45 working days. Public Works Observer shall be provided for the entire 45 working day period. All other positions are as needed part time commitment.

Additional services needed beyond the contract specified shall require prior approval from the City.

Proposed Fee % of Engineers Cost
 15%

MTGL Fee Schedule for Prevailing Wages

PROFESSIONAL SERVICES	UNIT	RATE
Staff Engineer / Geologist	HR	\$ 115.00
Project Manager/Engineer/Geologist	HR	\$ 130.00
Principal Engineer/Geologist	HR	\$ 175.00
Draftsperson	HR	\$ 70.00
Administrative (Per Monthly Invoice)		5%
Project Setup Fee		\$ 200.00
Certified Payroll (Per Pay Period)		\$ 95.00

FIELD INSPECTION PERSONNEL	UNIT	RATE
ICC Special Inspector	HR	\$ 11 .00
Soils/Asphalt Technician	HR	\$ 11 .00
AWS/CWI Welding Inspector	HR	\$ 11 .00
NDT Technician / Fabrication Inspector	HR	\$ 145.00
Field/Lab Supervisor	HR	\$ 135.00
D A asonry hotcrete Inspector	HR	\$ 125.00
L.A. Deputy Grading Inspector	HR	\$ 145.00
L.A. City Special Inspector	HR	\$ 145.00
Multi Certified Inspector	HR	\$ 1 5.00
Pull I Torque Testing Technician	HR	\$ 11 .00
Batch Plant (Concrete or Asphalt) Technician	HR	\$ 11 .00
Firestopping Inspection	HR	\$ 180.00
Floor Flatness / Levelness (Inc. Equipment)	DAY	\$ 1,500.00
Prestressed/Post Tensioned Inspector	HR	\$ 11 .00
Concrete, Masonry, Asphalt Coring or Sawing		QUOTE
Travel Time	HR	Tech Rate
Mileage	MILE	\$ 0.58

LAB TESTING - SOIL	UNIT	RATE
D422 Hydrometer Analysis	EACH	\$ 175.00
D422 Sieve Analysis of Soil	EACH	\$ 200.00
D558 Soil Cement Maximum Density	EACH	\$ 300.00
D559 Soil Cement Sample Preparation	EACH	\$ 100.00
D854 Specific Gravity of Soils	EACH	\$ 125.00
D1140 Materials Finer than #200 (Sieve)	EACH	\$ 60.00
D1557 Maximum Density	EACH	\$ 290.00
D1883 California Bearing Ratio (CBR)	EACH	QUOTE
D2216 Soil Moisture Content by Mass	EACH	\$ 25.00
D2419 Sand Equivalent	EACH	\$ 110.00
D2434 Permeability	EACH	QUOTE
D2435 Consolidation	EACH	\$ 225.00
D2435 Consolidation with Time Rate	EACH	\$ 275.00
D2844 R Value & Expansive Pressures	3 Points	\$ 250.00
D2937 Moisture & Density (Ring Samples)	EACH	\$ 30.00
D3080 Direct Shear	EACH	\$ 200.00
D4318 Plasticity Index of Soils	EACH	\$ 145.00
D4829 Expansion Index of Soils	EACH	\$ 135.00
CT 216 CA Impact Max Density	EACH	\$ 225.00
CT 216 CA Impact Rock Correction	EACH	\$ 95.00

LAB TESTING - AGGREGATES	UNIT	RATE
C40 Organic Impurities in Fine Agg	EACH	\$ 95.00
C88 Soundness by Sodium Sulfate	EACH	\$ 315.00
C123 Percent Lightweight Particles	EACH	\$ 215.00
C127 Specific Gravity (Coarse Agg)	EACH	\$ 130.00
C128 Specific Gravity (Fine Agg)	EACH	\$ 150.00
C131 Abrasion Los Angeles Rattler	EACH	\$ 235.00
C136 Sieve Analysis (Combined Agg)	EACH	\$ 130.00
C136 Sieve Analysis (Fine or Coarse Agg)	EACH	\$ 110.00
C142 Clay Lumps & Friable Particles	EACH	\$ 135.00
C535 Abrasion (Large Agg) Los Angeles Rattler	EACH	\$ 235.00
C566 Moisture Content by Drying	EACH	\$ 25.00
CT 227 Cleanness Value	EACH	\$ 230.00
D3744 Durability Index	EACH	\$ 180.00
D5821 Flat & Elongated Particles	EACH	\$ 200.00
T335 Crushed Particles	EACH	\$ 170.00

LAB TESTING - Misc.	UNIT	RATE
C67 Roofing Tile Absorption	EACH	\$ 6 .00
C67 Roofing Tile Strength Test	EACH	\$ 60.00

Sample Pickup Charges	UNIT	RATE
Pick up Sample Trip Charge (2hr Minimum)	HR	\$ 0.00
Weekend Sample Pick Up Charge (2hr Minimum)	HR	\$ 80.00

LAB TESTING - CONCRETE	UNIT	RATE
C39 Compressive Strength Concrete Cylinders (6" x 12")	EACH	\$ 35.00
C39 Compressive Strength Cores (6" Max. Diameter)	EACH	\$ 55.00
C78 Flexural Strength Beams (6" x 6")	EACH	\$ 60.00
C157 Concrete Shrinkage (Set of 3)	SET	\$ 350.00
C174 Handling Charge Cylinders Not Broken/Hold	EACH	\$ 10.00
C192 Concrete Trial Batch w/ Lab Testing	EACH	\$ 1,100.00
C469 Modulus of Elasticity	EACH	\$ 150.00
C495 Comp. Strength Lightweight Concrete Fill	EACH	\$ 45.00
Handling Charge Beams Not Broken/Hold	EACH	\$ 50.00
C496 Tensile Strength, Splitting	EACH	\$ 75.00
C567 Unit Weight (Hardened Lightweight Concrete)	EACH	\$ 50.00
C1140 Shotcrete Panel Test	EACH	\$ 300.00
Core Trimming (In Laboratory)	EACH	\$ 55.00

LAB TESTING - ASPHALT	UNIT	RATE
D1188 Core Density Parafilm Coated	EACH	\$ 85.00
D1560 Stabilometer HVEEM	EACH	\$ 290.00
D1561 Max Density HVEEM	EACH	\$ 195.00
D2172 Asphalt Content by Solvents	EACH	\$ 250.00
D3910 Wet Track Abrasion	EACH	\$ 195.00
D5444 Gradation of Extracted Agg	EACH	\$ 275.00
D6307 Asphalt Content by Ignition	EACH	\$ 245.00
D6926 Max Density Marshall	EACH	\$ 295.00
D6927 Stability and Flow Marshall	EACH	\$ 375.00
T209/D2041 Theoretical Maximum Density	EACH	\$ 150.00
T324 Hamburg Wheel	EACH	\$ 1,000.00
CT 370 Moisture Content	EACH	\$ 70.00

LAB TESTING - MASONRY	UNIT	RATE
C109 Mortar 2" Cube Compressive Strength	EACH	\$ 40.00
C140 Block Compressive Strength	EACH	\$ 75.00
C140 Block Moisture & Absorption	EACH	\$ 80.00
C140 Block Unit Weight & Measurements	EACH	\$ 275.00
C426 Block Linear Shrinkage	EACH	\$ 180.00
C780 Mortar (2" x 4") Cylinders Comp. Strength	EACH	\$ 35.00
C1019 Grout Prisms Compressive Strength	EACH	\$ 35.00
Handling Charge (Cylinders/Cubes/Prisms) Not Broken/Holds	EACH	\$ 75.00
C1314 CMU Grouted Prisms Comp. Strength (< 8" x 8" x 16")	EACH	\$ 180.00
C1314 CMU Grouted Prisms Comp. Strength (> 8" x 8" x 16")	EACH	\$ 245.00
C67 Brick Boil	EACH	\$ 90.00
C67 Brick Compressive Strength	EACH	\$ 50.00
C67 Brick Moisture & Absorption	EACH	\$ 85.00

LAB TESTING - STEEL	UNIT	RATE
Steel Chemical Analysis/AWS Weld:Macroetch/Fracture/Bend Test	EACH	QUOTE
A325 High Strength Bolt, Nut & Washer Conformance (Per Assembly)	EACH	\$ 180.00
A370 Brinell & Rockwell Hardness Test	EACH	\$ 80.00
A370 Nelson Stud Tensile	EACH	\$ 195.00
A370 Rebar Bend & Tensile Test No. 11 Bar & Smaller	EACH	\$ 45.00
A615/706 Bend Test No. 11 Bar and Smaller	EACH	\$ 60.00
A615/706 Tensile No. 11 Bar and Smaller	EACH	\$ 65.00
A615/706 Tensile No. 14 Bar and Larger	EACH	QUOTE
A416 Prestressing Wire, Tension	EACH	\$ 170.00
Sample Preparation (Cutting)	EACH	\$ 80.00
A416 Prestressing Cable (7 Wire) Yield & Tensile	EACH	\$ 170.00
E605 Fireproofing Unit Weight	EACH	\$ 60.00

EQUIPMENT CHARGES	UNIT	RATE
Air Meter	DAY	\$ 30.00
Dye Penetrant Equipment	DAY	\$ 50.00
Emissivity Test Kit	EACH	\$ 50.00
Ground Rod Equipment	DAY	\$ 50.00
Jacking Assembly	DAY	\$ 65.00
Magnetic Particle Equipment	DAY	\$ 50.00
Nuclear Density Gauge	DAY	\$ 70.00
Pachometer	DAY	\$ 55.00
Sand Cone Kit	DAY	\$ 50.00
Schmidt Hammer	DAY	\$ 45.00
Skidmore Wilhelm Bolt Cell	DAY	\$ 65.00
Torque Wrench	DAY	\$ 50.00
Ultrasonic Equipment	DAY	\$ 45.00
Outside Services		Cost +20%

Basis of Charges and Contract Terms

The charges for services and General Terms and Conditions set forth below will govern the provision of services and will constitute the contract terms between the Owner or Owner's Representative (Client) and MTGL, Inc unless the Client and MTGL, Inc. have executed a written contract with respect to such services, in which case the terms and provisions of the written contract shall supersede.

Minimum Field Hourly Charges

For Field Technicians, Special Inspectors or any on-site (field) materials testing services:

4 hours: 4-hour minimum charge up to the first four hours of work.

8 hours: 8-hour minimum charge for over four hours of work, up to eight hours.

Project time accrued includes portal to portal travel time.

Scheduling & Cancellations

- A 24-hour notice is required when scheduling an inspection or technician.
- A two-hour show -up charge will be applied to any service canceled the same day of service.
- Verbal request will be considered authorization to perform billable work. Client shall designate member(s) of staff who have authority to request services and notify MTGL in writing of their authorized representative. Otherwise all service requests are billable.

Overtime Rates

- Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
- A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.
- Work performed by field or laboratory staff outside of normal business hours (5:00 AM - 5:00 PM) will be subject to the above overtime rates.

Administrative Charges

- All administrative costs including report distribution are billed at 5% of the monthly invoice total.
- Certified payroll requests will have a processing fee applied for each project, billed at \$95 per payroll week.

Anticipated Costs

- MTGL estimates a budget to assist the client with code required inspections and testing based upon information provided by the client. MTGL's ability to perform within the estimated budget relies heavily on the accuracy of the information provided, as well as the cooperation of client's management staff.
- Project actual budget totals may vary. Estimated budget hours are based upon 40 hours a week, 8 hours a day, Monday-Friday. Client shall monitor the percentage of work remaining to assure inspections and testing is not greater than the estimated budget and adjusts the contractor's labor and scheduling to maintain the work completion schedule.
- Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by MTGL are NOT "guaranteed maximums," "lump sums;" or "not-to-exceed totals". Client will be invoiced for all work performed and only for work performed based on MTGL's working conditions and hours as an attachment to their contract.
- Additionally, any weekly overtime hours, Saturday or Sunday, double shift, and/or night shift differential for shop steel inspection are NOT included in MTGL's proposal.

Reimbursable Expenses & Outside Services

- Heavy equipment, subcontractor fees and expenses, supplemental insurance, travel, shipping, outside reproduction, and other reimbursable expenses will be invoiced at cost plus 20%.
- Outside services will be billed at cost plus 20% unless billed directly to and paid for by Client.

Travel Charges & Mileage

- For projects outside a 50-mile radius from the nearest MTGL facility, \$0.58 per excess mile to and from the project will be charged for inspectors and technicians.
- When project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis.
- For all projects, \$0.58 per mile rate and applicable travel time will be charged portal to portal for engineers, consultants, and supervisors from the laboratory to the project site and return.

Laboratory Testing

- A 2-hour minimum material sample pick-up charge with an hourly rate of \$50 will be billed in addition to the prices quoted for testing.
- Quoted laboratory test rates assume samples are free of hazardous materials. Handling and testing of samples containing hazardous materials may include additional costs.

Weekend Sample Pick-Ups

In order to be in strict conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up during weekend to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized then MTGL will not be held responsible for any negative consequences for non-conformance .

Terms of Payment

- Invoices for all services will be submitted monthly. These invoices are due in full upon presentation to client. Invoices outstanding over 45 days are considered past due and will be subject to a finance charge of 1.5% of the unpaid balance each month.
- All invoice errors or necessary corrections shall be brought to the attention of MTGL within 30 days of receipt of invoice. Thereafter, customer, acknowledges invoices are correct and valid.
- MTGL reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against MTGL, its subsidiaries, affiliates, servants and agents for termination of work on account of these terms.
- In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney fees and all other related expenses in such litigation. Additionally, in the event of a non- adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Please note that field service rates will increase July 1st of each year for cost of living increases.

Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.



City of Garden Grove Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage
V03179	SOUTHSTAR ENGINEERING & CONSULTING, INC.	Compliant					
		Ag , XIV	California Automobile Insurance Company	BA040000063415	11/17/2022	11/17/2023	Auto Liability
		A+p , XV	Sentinel Insurance Company, Ltd.	72SBABE7952	1/14/2023	1/14/2024	Excess Liability
		A+p , XV	Sentinel Insurance Company, Ltd.	72SBABE7952	1/14/2023	1/14/2024	General Liability
		NR ,	Lloyd's Syndicate 2987 (Brit Syndicates Limited)	PF00048A22	12/1/2022	12/1/2023	Professional Liability
		Ap , XIII	Insurance Company of the West	WSD506421901	2/9/2023	2/9/2024	Workers Comp

Risk Profile : Professional Services/Consulting

Required Additional Insured : City of Garden Grove, its officers, officials, agents, employees and volunteers