



REQUEST FOR PROPOSAL

RFP No. S-1307

**Construction Management Services
for the**



Central Cities Navigation Center Project

CITY PROJECT NO. CP - 1350000

Prepared by
CITY OF GARDEN GROVE
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92842

**Construction Management Services
for the Central Cities Navigation Center Project
CITY PROJECT NO. CP - 1350000**

NOTICE IS HEREBY GIVEN, the City of Garden Grove is requesting sealed proposals from qualified firms to provide Construction Management Services for the Central Cities Navigation Center Project. It is the City's intent to select the most qualified firm based on the evaluation criteria set forth in the Request for Proposals (RFP) packet.

All proposals must be submitted, clearly marked **Construction Management Services Proposal – Project No. 1350000**, 11:00 a.m. (PST), Thursday, February 9, 2023 via Planetbid. Any proposal received after that date and time, or not submitted in the proper manner, will be returned without further consideration.

The City reserves the right to reject any and all proposals received as a result of this RFP, to waive any irregularities and to accept the proposal deemed to be in the best interest of the City. Preparation and submission of a proposal is at the proposer's sole risk and expense.

**Construction Management Services
for the Central Cities Navigation Center Project
CITY PROJECT NO. CP - 1350000**

SECTION I: OVERVIEW

PURPOSE

The City of Garden Grove (“City”) is seeking qualified a professional firm (“Consultant”) to provide **Construction Management Services for Central Cities Navigation Center Project, City Project No 1350000** (hereinafter called the “CCNC Project”). The selected firm will be responsible for providing comprehensive construction management services for the CCNC Project, described below, including (but not limited to) the administration of the construction contract, monitoring the contractor’s work progress, proper reporting, and other tasks as needed to complete the project.

PROJECT BACKGROUND

Over the past year, the Cities of Garden Grove, Fountain Valley and Westminster have created a tri-cities partnership in an effort to address the growing issue of homelessness in the Orange County Central Service Planning Area (Central SPA). The collaboration would advance a regional effort to close gaps in the system of care, and to increase the level of care that is provided to the homeless population. In June 2022, the Cities of Garden Grove, Fountain Valley and Westminster entered into a Memorandum of Understanding to cooperate on the development of a future Navigation Center in the Central SPA. A Comprehensive Tri-Cities MOU was formally approved in October 2022 that formalizes the partnership and lays out the details of the future Central Cities Navigation Center (“CCNC”). Additional information about the CCNC Project is available on the City’s Addressing Homelessness website at <https://ggcity.org/navigation-center>.

The City of Garden Grove in partnership with the Cities of Fountain Valley and Westminster are now seeking bid proposals from qualified firm to provide a **dedicated Construction Manager** during development and construction of a new year-round navigation center. A navigation center project is a “transitional, emergency homeless facility with in-house services to develop pathways toward permanent housing, income, healthcare, and stability. Some of the onsite services include, but are not limited to: transportation in and out, one-on-one case management, state-licensed behavioral and substance use services, social services, meal services, rental assistance, and 24/7 staffing and security. A separate Invitation for Bids has been issued for the construction of the CCNC project. The project is located at 13871 West Street in the City of Garden Grove with access to public transportation and applicable services. The successful qualified professional firm will provide construction management services for construction of the CCNC Project, which will include at a minimum, the items listed below.

- Scalable Accommodations for up to 100 persons
- Shower/Sanitary/Laundry Facilities
- Configurations to accommodate men, women and couples
- Configurations to accommodate Pets
- Secure Storage of Personal Belongings
- Office Area(s) for Facility Staff/Operation
- Additional Office Space(s) for Liaison to Services
- Meeting Area(s) for Counseling and Private Discussions
- Furniture, Appliances, and Equipment Necessary for Startup

PROJECT DESCRIPTION

The City's primary objective is to award a contract for a successful Construction Manager (CM) to oversee the coordinated effort between the Design team and the General Contractor, thereby achieving a collaborative working relationship during project construction of the CCNC. The Consultant's scope of services includes (but is not limited to) all Professional Services associated with the administration of the construction contract for the CCNC Project from pre-construction through Project close-out and turnover to the City and the future non-profit operator/service provider.

The CCNC Project generally consists of the interior remodel of an existing 9,653 square foot building and demolish a \pm 1,774 square foot adjoining building located at 13871 West Street in the City of Garden Grove, California. Project will include upgrades to HVAC equipment, construction of a full-service commercial kitchen and installation of a new grease interceptor, new light fixtures, a new fire sprinkler and alarm system, construction of new restrooms and shower facilities, and shelter dormitory areas to accommodate up to 100 individuals and all related Fixtures, Furniture and Equipment (FF&E) to achieve full operation and opening of the CCNC. Additional detail is available on the City website at <https://ggcity.org/navigation-center>.

The following project components are intended to be an outline of the work to be performed; however, the list is not an all-inclusive list.

1. **PROJECT COMPONENTS:** In general, the CCNC Project may include the following components:

- 1.1. Shelter Accommodations for up to 100 persons
 - 1.1.1. Configuration to accommodate men, women and couples dormitory areas
 - 1.1.2. Configuration to accommodate Pets
 - 1.1.3. Secure Storage of Personal Belongings
- 1.2. Shower/Sanitary/Laundry Facilities
 - 1.2.1. Construction of new restrooms and shower facilities
 - 1.2.2. Construction of laundry facilities for washers and dryers and cleaning products
- 1.3. Office Area(s) for Facility Staff/Operation
 - 1.3.1. Additional Office Space(s) for Liaison to Services
 - 1.3.2. Meeting Area(s) for Counseling and Private Discussions
- 1.4. Coordination of Furniture, Appliances, and Equipment acquisition necessary for project operations an opening.
- 1.5. Installation of a new fire sprinkler and alarm system.
- 1.6. Upgrades to existing HVAC System.
- 1.7. Electrical improvements and lighting upgrades.
- 1.8. Structural improvements as required to existing building.
- 1.9. Interior demolition and renovation as required including new floor coverings.
- 1.10. Construction of a new trash enclosure.
- 1.11. Construction and installation of outdoor lockers to accommodate storage
- 1.12. Construction of pet kennel areas.

2. **OVERVIEW OF SCOPE OF SERVICES:**

- 2.1. **CONSTRUCTION MANAGER (CM) FUNCTION:** The CM will advise the City and the Design Team and coordinate and manage the construction process as a member of the Project Team. The CM shall be skilled in developing schedules, preparing construction cost estimates in the design development and construction stages, performing value engineering, analyzing alternative designs, costs and constructability issues, studying labor conditions, understanding construction methods and techniques, and coordinating and communicating these activities through the design and construction phases to all members of the Project Team. In addition, the CM shall be familiar with the local labor and subcontracting market including Federal and State regulations.

2.1.1. Implement a cost-loaded scheduling system for use during the preconstruction and construction phases. Provide advice on the compliance with program and adherence to codes or applicable City requirements.

2.1.2. Implement all long-lead procurement items and recommend and implement an early purchase phase project approach if warranted.

2.1.3. The CCNC Project will be built under the jurisdiction of the City of Garden Grove, Community and Economic Development Department/Building & Safety Division. The City has and/or will obtain all required permits and retain copies for the City's permanent files.

2.1.4. Perform labor, vendor and supplies analysis that encourages maximum participation by Minority and Women Owned Emerging Small Businesses Enterprises; local contractors, subcontractors, vendors and labor resources as well as diversity of workforce. Support bid process that conforms to City requirements.

2.2. **PRE-CONSTRUCTION PHASE:** During the Pre-construction Phase, the CM shall work with the Design Team to analyze the design and recommend modifications for improving the constructability of the facility, prepare updated cost estimates based on documents provided by the design team, develop a subcontractor and supplier procurement plan, and providing the City with the highest quality facility within the specified time frames and budget.

2.3. **CONSTRUCTION PHASE:** During the Construction Phase, the CM shall manage the CCNC Project construction and shall perform all other acts and supply all other items necessary to fully and properly perform and complete the work defined in the sample contract attached to this RFP, as well as those services defined in "Scope of Services" of this RFP and other services as may be contractually agreed upon between the CM and the City and further reference in **Attachment No. 1**. All other work will be competitively bid and awarded by the City unless otherwise approved in writing by both parties.

2.3.1. Provide all construction supervision, coordination, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the Project completion.

2.3.2. Establish procedures for submittals, requests for information, payment requests, change orders and other procedures. Maintain logs, files and other documentation.

2.3.3. Maintain and update the Master Schedule.

2.3.4. Conduct regular site progress meetings with the City and Design Team representatives, at least biweekly (a minimum of once every two weeks). Promptly produce and distribute minutes with 48 hours of all such meetings.

2.3.5. Coordinate the work of subcontractors and vendors. Provide regular and ongoing quality inspection, ensuring that the work complies with the contract documents and all applicable codes and regulations.

2.3.6. Establish a change order processing system. Any change orders shall be requested in writing and subject to the approval of the City.

2.3.7. Establish and implement a cost reporting system that tracks and reports status of Subcontractor, vendor and supplier payments, change orders, contingency and overall project budget status.

2.3.8. Report progress of the work and recommend such action as may be necessary to keep the project on schedule and within budget. Review all subcontractor requests for time extensions and make recommendations to the City.

2.3.9. Establish a subcontractor payment process. Inspect the work to verify the status of work performed and materials stored, and certify all subcontractor payment requests. Use cost-loaded CPM schedule for calculating subcontractor payments. Verify compliance with prevailing wage rate requirements.

2.3.10. Provide comprehensive Monthly Payment reports, including cost status, quality control reports, submittal and potential change order status and status of outstanding issues.

2.3.11. Establish and maintain Quality Control (QC) program.

2.3.12. Establish tracking of and participation of local subcontractors, vendors, suppliers and local labor force. Provide monthly summary report in a format agreeable to the City.

2.3.13. Provide training to the City’s operational and maintenance staff. Prepare Operations and Maintenance Manuals and As-Built Documentation on marked up copies of the contract documents including drawings and specifications, as defined in the contract documents.

2.3.14. Upon completion of the project, provide the City with a Final Report and Final Project Budget Reconciliation.

2.3.15. Prior to completion of the one year warranty period conduct a review of the project with the City and the Design Team to identify any issues that are covered by the warranty and in need of correction, repair, or replacement.

3. COORDINATION OF CONTRACTS

The above is considered as a general overview of the scope of services expected from the CM, but is not intended to relieve the CM of professional responsibility to perform services in all areas necessary for the City to have **fully-operational navigation center**, meeting or exceeding its current condition, on schedule and within budget, at the end of the contract term.

4. PROJECT SCHEDULE: The Preliminary CCNC Project Schedule is provided below.

- RFP process and Selection of Construction Contractor: February 2023
- Start of Construction: March 2023
- Construction Completion: October 2023

SECTION II: PROPOSAL INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

All bidders shall follow the following instructions precisely for a bid to be considered responsive.

KEY RFP SCHEDULE

1	Release of RFP	January 12, 2023
2	Deadline for submitting RFP questions	January 26, 2023 by 4:00 PM (PST)*
3	Answers to all questions available	February 2, 2023 by 4:00 PM (PST)*
4	Deadline for proposal submittal	February 9, 2023 by 11:00 AM (PST)
5	Proposal Interview Period, if needed	Week of February 13, 2023*
6	Consultant Selection and Award of Contract	Tentative February 28, 2023*
*Dates are Tentative and subject to change.		

Proposers are required to review and adhere to the dates above. Proposers are solely responsible for the “timely”

submission of their proposal. Late submittals will not be accepted unless previously authorized via an RFP addendum.

QUESTIONS AND CLARIFICATIONS

Proposers are solely responsible for thoroughly examining the contents of this RFP and supporting documents. Proposers are responsible for asking questions, requesting clarifications, and advising the City of any discrepancies observed in the RFP. By submitting a proposal, proposers represent that the proposer has thoroughly examined the work required to be performed under this RFP.

Proposers shall email all RFP questions to lisak@ggcity.org no later than 4:00 p.m. (PST) on January 26, 2023. All RFPs shall be labeled with the Project and proposing company's names. Inquiries or questions received after January 26, 2023 will not be answered. Proposers should not contact any City employees, committee members, or others associated with any purpose related to this RFP.

The City will respond to all questions by issuing an addendum in PlanetBid. By submitting a proposal, proposers confirm that the proposer is informed in all aspects of the RFP and addendums.

ADDENDA

The City reserves the right to revise this RFP as needed.

All changes to this RFP will be made by a written addendum to this RFP. Proposers shall acknowledge receipt of addenda(s) in their proposals. Failure to acknowledge receipt of the addenda may cause the proposal to be deemed non-responsive. Any written addenda issued about this RFP shall be considered as agreed upon in the final agreement. Unless noted in writing, no verbal direction or instruction will be deemed agreed upon.

PROPOSAL SUBMITTAL

Proposers are required to submit their proposals via PlanetBid by **11:00 a.m on February 9, 2023.**

Proposals received after the above-specified date and time **will not be accepted.** Proposers are encouraged to ensure familiarity with the online Portal. Failure of the bidder to upload the required documents promptly will result in the rejection of the submittal. For technical assistance with PlanetBid, bidders shall contact PlanetBid directly.

PROPOSAL FORMAT

The technical proposal should be no more than **thirty (30) pages maximum**, including all contents. Use the minimum **font size of 12** points.

Proposals should be typed and submitted on **8 ½" x 11"** page size. Charts and schedules may be included on an **11" x 17"** page size.

Each bidder must submit (1) one electronic file in PDF format to be labeled for "Construction Management Services for CCNC Project Proposal and XXXXX (Company Name)".

Proposals are to be clear, concise, and to the point. Please exclude generic marketing materials. Submissions will be evaluated for conciseness, clarity, and completeness.

TYPE OF CONTRACT

It is anticipated that the Agreement resulting from this RFP will be a "Professional Services Contract," with fully burdened labor rates and anticipated expenses for work specified in this RFP. (Attachment No. 4)

LENGTH OF CONTRACT

It is anticipated that the length of this contract will closely reflect construction duration plus the time needed for proper close out. The tentative project schedule and construction duration is 180 to 270 days.

METHOD OF PAYMENT

The method of payment for this Agreement will be based on a firm fixed hourly rates subject to a total contract not to exceed amount (NTE), as specified in the agreement, including labor cost, prevailing wage, overhead, and other direct costs incurred by the Consultant while performing the services in the RFP.

RFP CONTACT

All correspondences regarding this RFP shall be directed to the following contract administrator via **email only**:

Lisa Kim, Assistant City Manager
City of Garden Grove
Community and Economic Development Department
11222 Acacia Pkwy, Garden Grove, CA 92840
lisak@ggcity.org | (714) 741-5148

SECTION III: PROPOSAL REQUIREMENTS

Proposers shall prepare a detailed and complete a proposal that must contain, at a minimum, the following items and requirements.

1. Introduction / Cover Letter

This cover letter must include a declaration that the only person, persons, company, or parties interested in the proposal as principals are named herein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer has full authority to bind the Proposer. It must also include an email address and contact information for the signer.

2. Project and Team Experience. The proposal must contain detailed information about the firm's Construction Management experience and qualifications regarding complete turnkey delivery of similar navigation center and/or homeless shelter projects.

- a. **Firm Profile.** This section shall include a brief description of the Proposer's firm including size, structure, capacity and resources.
- b. **Organization Chart.** Provide your firm's and sub-consultants staffing plan. Clearly show key members, full-time and part-time support staff, and the percent allocation of each key member and staff to the Project.
- c. **Qualifications.** This section shall include a description of qualifications including:
 - i. The qualifications of those assigned to the project and experience in Construction Management services, oversight of federal and state funds, and knowledge with emphasis in the administration of *American Rescue Plan Act (ARPA)* funds including the expressed understanding of *County of Orange Standards of Care for homeless shelter providers' guidelines*.
 - ii. This section shall provide a minimum of three (3) references with contact information along with your firm's scope in supporting completion of construction management services for a homeless shelter and/or a navigation center project within in the past five (5) years.
 1. Names of key staff that participated in named projects and their specific responsibilities.
 2. The client's name, contact person, email address, and phone number.
 3. A brief description of type and extent of services provided.
 4. Completion dates.
 5. Total cost of the projects.
 - iii. It is essential that the firm provide a dedicated Construction Manager assigned to this effort with the City for the entire duration of the CCNC Project. Please provide the name

of the Construction Manager and related experience.

- d. **Project Experience related to American Rescue Plan Act (ARPA) funds.** Summarize your firm's experience with administration of ARPA and/or related Federal funds for a construction project. Provide three (3) examples of ongoing or completed Construction Management Projects funded with ARPA or similar Federally-funded projects in the last five (5) years.
3. **Scope of Services and Deliverables.** Generally describe the deliverables by the Construction Management Services to complete the Scope of Services in this RFP and further detailed in Attachment No. 1.
4. **Project Meeting(s).** The consultant should provide a detailed outline of project coordination and development meetings with City staff. Provide a description of how this will be coordinated to achieve full-transition of the CCNC Project to completion.

The Construction Manager may be expected to assist with presentations to the City Council, Mayor, other City officials and the public and costs for this service and any necessary supplies should be included in your fee schedule.

5. **Cost and Budget.** Provide a Fee Schedule for Scope of Services to be provided as part of the proposal. The fee to be paid to the Consultant up to a maximum fee established through negotiations. The Consultant shall not include mark-ups for overhead and profit; no additional payments shall be made for those items.
 - a. Please provide an estimated Fee Schedule to provide the Scope of Services, broken down by major task or activity. All proposers are to include the following in their cost proposal. .
 - i. Names of critical staff and classifications.
 - ii. Names of field and office staff and classifications.
 - iii. Professional and sub-professionals, licensed/unlicensed.
 - iv. Tasks required to perform the services.
 - v. Hours per task, Hourly rate per person performing the task, hourly rate schedule.
 - b. The City will not reimburse the Consultant for mileage, travel, office supplies, the use of computer equipment, or any overhead expenses. Any proposed travel or reimbursement expenses shall be included
 - c. The City does not warrant or guarantee that the total contract amount will be reached or that any specific amount of work will be authorized during the term of the contract.

6. **Federal Provisions**

The selected Consultant's services will be provided on a federally funded project, which is required to fulfill additional requirements. The following forms must be populated and submitted by ALL proposers as part of the Proposal submittal. **These forms do not count towards the 30-page maximum limit.**

Attachment No. 2 – Non-collusion Affidavit

Attachment No. 3 -- Bidder statement regarding Insurance Coverage

Attachment No. 4 – Sample Professional Services Agreement

EVALUATION PROCEDURE

An evaluation committee has been selected for this RFP. The evaluation committee consists of City personnel and/or outside consultants. Each committee member will evaluate the written proposals using the criteria in the table below. A list of top-ranked firms within a competitive range will be developed based on the total each committee member ranked the participating firms.

The City will interview the top-ranking firms. The City will provide the proposers with the interview format before the interview date. The evaluation committee reserves the right to seek clarification on any parts of the proposal.

Upon conducting all interviews, the evaluation committee will recommend their selection with supporting documents to the contract administrator.

EVALUATION CRITERIA

An evaluation committee will evaluate each proposal using the following criteria:

Criteria	Maximum Points
Understanding of the CCNC Project and Scope of Services to be done (Attachment No. 1)	25
Experience with Construction Management work for homeless shelters and/or navigation centers buildout	25
Quality and Experience of primary/dedicated Construction Manager and firm's experience	20
Familiarity with State & Federal Procedures / ARPA regulations / Orange County Standards of Care for Homeless Shelters	20
Format and Organization of the proposal (conciseness, clarity, completeness)	10
Total	100

SECTION IV: OTHER INFORMATION

DISADVANTAGE BUSINESS ENTERPRISE (DBE) REQUIREMENTS

The services in this RFP will be funded with Federal funds, the Consultant is subject to Disadvantage Business Enterprise (DBE) provisions related to local agencies. The City encourages firms to subcontract services to the extent possible with DBEs.

PREVAILING WAGES

The proposers is required to comply with California Labor Code prevailing wages. Specific labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees in these categories at the site must be paid not less than the introductory hourly rates of pay and fringe benefits established by the California Department of Industrial Relations (“DIR”). Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at City Hall upon request.

The selected Consultant shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Consultant selected and upon any sub-contractors to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Agreement, employment of apprentices, hours of labor and debarment of contractors and subcontractors. Under Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid or enter into a contract to perform public work must be registered with the DIR.

If awarded a contract, the Consultant, and its subcontractors, of any tier, shall maintain active registration with the DIR for the Project’s duration. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this RFP may also be subject to compliance monitoring and enforcement by the DIR.

OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

Responses to this RFP become the exclusive property of the City and are subject to the California Public Records Act. Those elements in each proposal that are trade secrets as that term are defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "Trade Secret ", "Confidential" or "Proprietary" may not be subject to disclosure. The City shall not in any way be liable or

responsible for disclosing any such records, including, those so marked if the disclosure is deemed required by law or by order of the court. Proposers that indiscriminately identify all or most of their proposals as exempt from disclosure without justification may be deemed non-responsive.

In the event, the City is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential" "proprietary" or "trade secret," the proposer agrees, upon submission of its proposal for the City's consideration, to defend and indemnify the City from all costs and expenses, including attorney's fees, in any action or liability arising under the Public Records Act.

RESTRICTIONS ON LOBBYING

Proposers must comply with the lobbying provisions of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR Part 19 and 20.

RFP VALIDITY

The bidders shall guarantee that proposals remain valid for 120 days from the day of the first submittal.

PROPOSER'S COST INCURRED

Proposers shall be aware that the City does *not* accept any of the bidder's costs in relation to responding to this RFP.

RESPONSIBLE PROPOSER

By signing the proposal, proposers are certifying that they are responsible and that the Consultant and their sub-consultants are not debarred, suspended, proposed for debarment, declared ineligible, or excluded from transactions by any government agencies. The City reserves the right to reject a bidder's proposal if the bidder is found not responsible (falsified information, overdue taxes, not a legal entity, etc.). The selected Consultant shall remain responsible through the terms of this contract. Consultant guarantees to render all services in accordance with applicable laws, ordinances, and regulations.

CONFLICT OF INTEREST

All bidders shall avoid actions that can cause conflicts of interest in the way of open and fair bidding of this RFP. A conflict of interest is any activity, relationship, or contract that can potentially hinder the bidder from providing support, services, or advice to the City as otherwise would have, provide an unfair competitive advantage against other bidders, or impair the bidder from performing contract scope of services fairly. Bidders are required to disclose in their proposals any conflict of interest they are aware of during this RFP or foresee during the execution of the contract. The bidder confirms that they have not paid or given, has no intention of paying or offering, and will never pay or provide a party any amount of money or other considerations in exchange for returned favorability during this RFP or during the execution of the contract.

NON-COLLUSION

To be considered a responsive bidder, the bidder shall submit a fully executed copy of the non-collusion declaration form with their proposal.

CAMPAIGN CONTRIBUTION DISCLOSURE

Proposers must include a statement in the proposal regarding campaign contribution, regardless of whether a campaign contribution has been made or not and regardless of the contribution amount pursuant to Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of the City Council.

COVENANT AGAINST DISCRIMINATION

Consultant shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, place of origin, sexual orientation, gender identity or expression, medical conditions, or disability. As a condition of this RFP and corresponding contract, Consultant certifies that all actions shall not incorporate any discrimination in Consultant's activity, such as employment, promotion, demotion, transfer, termination, or other forms of compensation.

JOINT OFFERS

Where two or more firms desire to submit a single proposal, the joint bidders should do so on a “prime sub-consultant” basis rather than as a joint venture. The City plans to issue this award to a single entity.

BUSINESS LICENSE

The selected Consultant will be required to be licensed in the City in accordance with the City’s Municipal Code.

OTHER INFORMATION

Information considered by bidders to be pertinent to this project which has not been specifically noted in this RFP may be placed in a separate attachment included with its Proposal submittal.

ATTACHMENT NO. 1
SCOPE OF SERVICES for CONSTRUCTION MANAGEMENT SERVICES
OF CCNC PROJECT at 13871 WEST STREET

GENERAL REQUIREMENTS. This section details the General Scope of Services.

The Consultant shall provide Professional Construction Management Services as described in this RFP including (but not limited to) Federal and State enforcement of labor compliance provisions, inspection, material testing, scheduling, quality control and others as noted in this RFP. The bidder shall understand that the duration of services provided by the Consultant is conclusive of the construction schedule and services outlined in this RFP. *The CCNC Project is in process of completing 90% Construction Drawing and anticipates building permit readiness by end of January.*

The Construction Management Services shall include but not be limited to the following:

A. FEDERAL CONTRACT MANAGEMENT & DOCUMENTATION:

1. The Construction Manager (CM) will provide management services for the day-to-day administration of the contract. The CM will enforce construction contract requirements to ensure compliance with Federal and State regulations, applicable labor provisions, DBE goals, and all OSHA safety requirements.
2. The Consultant shall establish procedures, monitor contractor compliance with Federal and State Prevailing Wage regulations, and ensure compliance with all environmental, quality, and labor requirements.
 - a. Assist the City in field observation, testing, and documentation preparation required for compliance.
 - b. The Consultant shall provide early oversight and enforcement of the labor compliance requirement by performing the following tasks:
 - i. Review the labor provisions of the contract with the contractor.
 - ii. Prepare detailed daily reports.
 - iii. Obtain and check the certified payrolls.
 - iv. Take action for payroll delinquencies and discrepancies.
 - v. Conduct employee interviews if necessary.
 - vi. Check and document that the required posters and wage rates are at the job site.
 - c. Construction Manager shall ensure all contract administration procedures, documentation, and filing systems are performed as required.

CONSULTANT'S KEY TEAM & SUB-CONSULTANT MANAGEMENT:

1. The Consultant shall provide a qualified and licensed Construction Manager (1/2 FTE) who will serve as a Single Point of Contact (SPOC) for the Consultant team throughout the project.
2. The Construction Manager will be the City's SPOC with the Contractor, the public, and stakeholders.
3. The Construction Manager is responsible for administering the construction contract for the City, and is accountable for ensuring all Federal guidelines and regulations are being followed.
4. The Construction Manager must be licensed and have a minimum of five (5) years of relevant experience on projects with similar scope.
5. The Construction Manager to lead the Consultant and sub-consultant staff performing administrative duties, scheduling, various compliances, and other responsibilities.
6. The Consultant shall provide and maintain sufficient office and field staff to ensure successful administration and management of the Project.
7. The selected Consultant shall not change the SPOC unless previously approved by City in writing.

B. COORDINATION & DOCUMENT MANAGEMENT

1. The Consultant shall maintain accurate records of correspondence, reports, drawings, deliverables, and other project-related documents and communications between all parties. The project records shall support the adequacy of the field supervision, inspection and testing, conformance to contract specifications and all payments.
2. Project records shall be documented in an *organized manner*.
3. The Construction Manager shall coordinate with the City, Design Engineer, and support the City in coordinating the services of other Consultants as needed.
4. The Consultant shall support the City in case of any audits. Consultant shall provide all necessary documents, attend meetings, and engage in conversations until audit(s) have been completed.

C. PROGRESS STATUS UPDATE

1. The Consultant shall on behalf of the City schedule a pre-construction "kick-off" meeting.
2. Prepare and electronically distribute the agenda to attendees before the meeting. Required topics of discussion are (but not limited to) as follows:
 - a. Safety Moment.
 - b. Equal Employment Opportunity.
 - c. Labor Compliance.
 - d. Subcontracting.

- e. DBE.
 - f. Permits, and Environmental Mitigation Commitment requirements.
 - g. Potential traffic or Pedestrian handling issues.
3. Conduct the kickoff meeting. Capture meeting minutes. Issue the meeting minutes.
 4. Prepare a Communication Plan to ensure smooth coordination between all stakeholders.
 5. Schedule and conduct weekly status update meetings with the City, Design Engineer, Contractor, and other stakeholders.
 6. Issue meeting minutes no later than 48 hours after the meeting. The meeting agenda to include (but is not limited to) the following:
 - a. Safety moment.
 - b. Current field activities
 - c. Three (3) week look-ahead schedule
 - d. Updated project milestone dates
 - e. Inspection status, upcoming inspections schedule
 - f. Updated Submittal Log
 - g. Updated Change Order Log & review of open change orders
 - h. Environmental/Safety Issues
 - i. Design Issues
 - j. Site Issues
 - k. Critical coordination
 - l. Review action items closed the previous week
 - m. Review open action items

D. SCHEDULE MANAGEMENT

1. Develop a "Master" baseline schedule using Critical Path Method (CPM) scheduling tools. The baseline schedule shall include (but not be limited to) the following:
 - a. Submittals.
 - b. Inspection dates and required approvals.
 - c. Procurement and long lead material.
 - d. Pre-construction activities: potholing/excavation preparing dates, utility investigations.
 - e. Public notification dates.
 - f. Contractual milestones, substantial and final completion dates.
 - g. All activities requiring coordination with the Client, other cities, and regulatory agencies.
 - i. The schedule shall be *cost-loaded*, and *resource loaded*.
 - ii. The master schedule should illustrate critical activities and inter-relationship between the contractor, suppliers, the City, design engineers, utility companies, and Consultants/subs.
2. Consultant to update the cost-loaded schedule and present during weekly meetings.
3. Consultant to review Contractor's Baseline Schedule and Schedule updates and provide feedback.
4. In case of delays, the Consultant is to collaborate with the contractor to provide a narrative explaining *the cause* of the delay, *the impact on the critical path*, and the *impact on major milestones*. The Consultant shall notify the City of delays and provide a *recovery plan*.
5. The Consultant shall maintain a written record of contract time, and provide the City with "Weekly Statement of Working Days" or "Weekly Project Progress Record"

E. COST CONTROL

1. Consultant shall control the budget to ensure the project completes at or under the approved budget.
2. The Consultant shall provide the City with an anticipated monthly cash flow projection.
3. Consultant shall collect invoices monthly. Submit to City for final approval.

F. CHANGE MANAGEMENT

1. Consultant to review potential change orders thoroughly for validity.
2. Consultant to perform an independent analysis of the impacts of each change.
3. Consultant shall review all changes proposed by the contractor and, using one's professional judgment, will determine if the change is necessary.
4. Consultant shall provide technical expertise for evaluating contractor's requests for time extensions and/or schedule delay cost impacts. This shall involve reviewing and analyzing the contractor's Critical Path Method (CPM) schedule, determination of delay impacts, and recovery plans.
5. Consultant shall negotiate change orders with the contractor to the best of their effort.
6. Consultant to keep the City informed of updates, the progress of change orders, and negotiations.
7. Consultant shall submit the validated change orders to the City for final approval.
8. City will provide the Consultant with a fully executed copy of each change order.
9. Consultant shall **not** approve any changes "*verbally*." Change orders are considered approved once fully executed by the City.
10. Should disagreements arise between the Consultant and Contractor, the City should be consulted.
11. The City acknowledges that the Consultant will have the authority to make minor changes to Project with no cost or time impacts.
12. Consultant shall develop a log to track all change orders.

G. ADMINISTRATION OF CONTRACT PAYMENTS

1. Consultant shall track quantities of work completed each month for progress payments review.
2. Consultant shall review invoices for accuracy and consistency with agreed-upon contract terms.
3. Consultant to collect Contractor's invoice promptly, giving both the Consultant and the City ample time to review invoice details.
4. The Consultant shall ensure receipt and thorough review of all Project invoices.

H. SUBMITTAL, SHOP DRAWINGS

1. Consultant shall review contractor's submittals, including shop drawings, product data, samples, and other items furnished in accordance with Project specifications. Arrange for timely processing and approvals.
2. Consultant shall promptly review, route, and process shop drawings.

I. QUALITY CONTROL / QUALITY ASSURANCE MEASURES

1. Consultant shall implement and maintain quality control procedures to ensure product accuracy and identify critical reviews and milestones.
2. Consultant to perform quality assurance reviews regularly and recommend changes as needed.
3. Consultant shall monitor contractor's progress, work accuracy, and quality during construction. The Consultant shall maintain a "deficiency" log to document the contractor's work requiring correction. The Consultant shall deliver the updated deficiency log to the contractor and the City upon new findings.
4. Consultant shall provide knowledge, experience, and familiarity with Quality Control and Quality Assurance (QC/QA) as noted in Project specifications.

J. SAFETY

1. Consultant to review the Contractor's site safety procedures. Notify the Contractor of unsafe conditions.
2. Monitor the Contractor's compliance with established safety programs and respond to deficiencies and hazards.
3. The Consultant shall monitor construction site safety, public safety and well-being concerning the Project, and promptly report all issues to the City. Investigate and report safety incidents.

L. ENVIRONMENTAL STEWARDSHIP

1. Consultant has the responsibility to ensure all environmental mitigation commitments are implemented during construction.

M. PUNCH WALK & CLOSEOUT

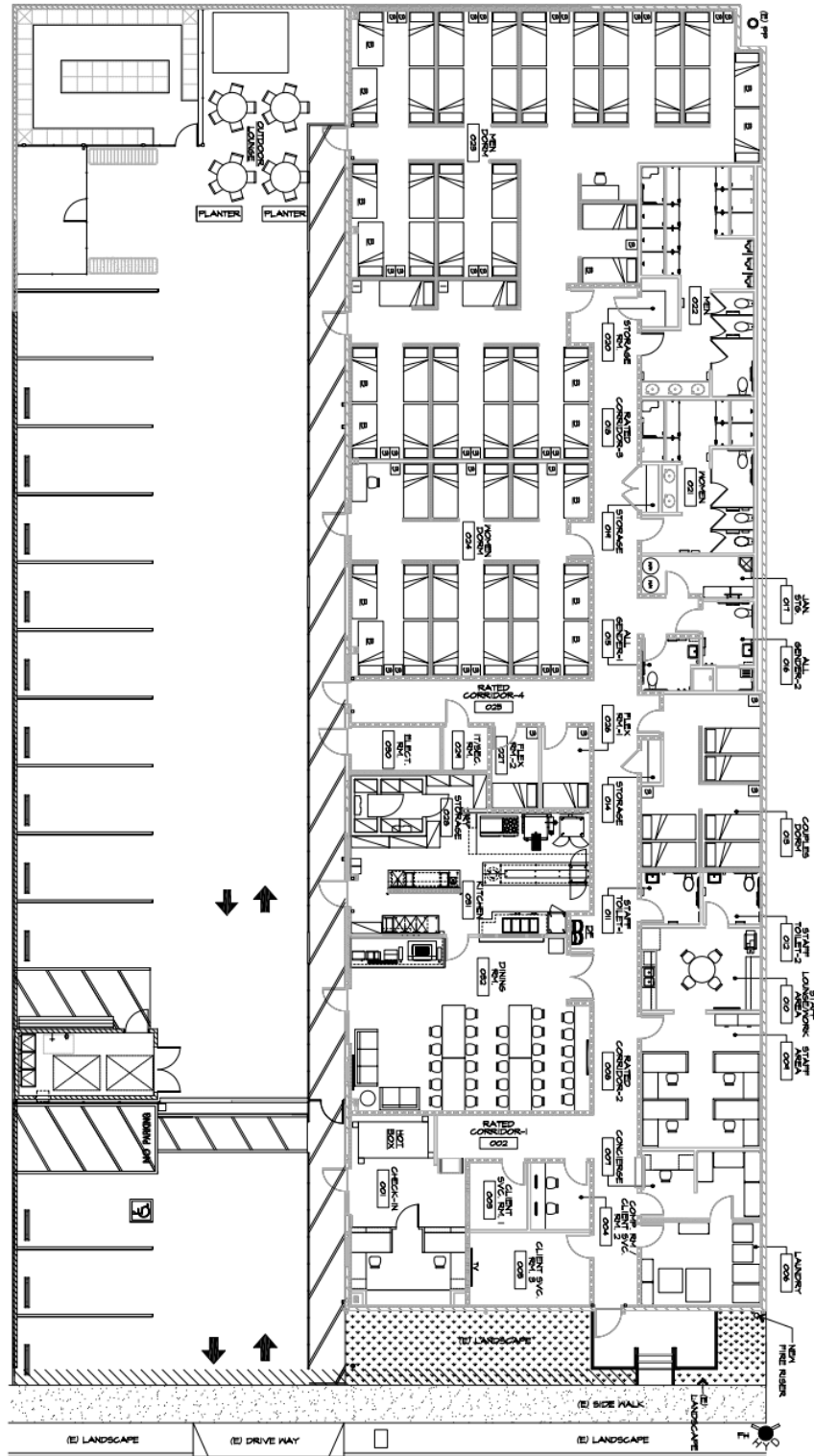
The section to follow illustrate the Consultant's responsibilities as Project nears completion.

1. Consultant shall notify the City when the project is ready for construction completion inspection.
2. Consultant shall ensure the Contractor receives and corrects the "punch list" items.
 - a. Upon successful completion of all punch items and necessary corrections, the Consultant, in conjunction with the City, shall inspect items and proceed with signing off each punch item. Only after all punch items have been signed off, the Project is considered "accepted."
 - b. Upon successful completion of the Project, the Consultant shall review and process the Contractor's request for release of retention.
3. Consultant shall gather and transmit required certifications, leases, easement deeds, guarantees, operating & maintenance manuals, warranties, inspection reports, material test reports, and other Project documents.
4. Consultant shall collect all red lines from the Contractor. Consultant to provide accurate and detailed "As-Built" drawings for the project
5. It is the Consultant's responsibility to ensure all final project documentations are available per Federal requirements.

N. FINAL PROJECT REPORT

6. The Consultant shall prepare and provide the City with a documented history of the construction contract. The contents of the final report are to fulfill Federal requirements for Federal financial participation as follows:
 - a. History of construction events including major milestones and events.
 - b. Name and role of all parties involved in the Project including City personnel.
 - c. List of change orders for added or deducted scope including receipt and approval dates. Include a brief description of each change order, the cause, effect, and impact on the project.
 - d. List all resolved and unresolved claims.
 - e. List of final contract amounts.
 - f. Final DBE report.
 - g. Project Photos.
7. The Consultant shall verify that the contractor provided certified payroll reports in conformance with the provisions of the contract and applicable State and Federal Law.
8. Hardcopies of the contractor's certified payrolls shall be maintained in project files and delivered to the City upon Project completion.

ATTACHMENT NO. 1
SCOPE OF SERVICES for CONSTRUCTION MANAGEMENT SERVICES
OF CCNC PROJECT at 13871 WEST STREET
<https://gqcity.org/navigation-center>



ATTACHMENT NO. 2

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

[NAME OF CONTRACT]_____

To the City of Garden Grove

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

In conformance with Title 23 United States Code Section 112 and California Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bidder's Proposal. By signing the Proposal, the Bidder has also signed this Noncollusion Affidavit.

Bidders are cautioned that making a false Certification may subject the Bidder to criminal prosecution.

Signature: _____ Date: _____

Print Name: _____

Title: _____

ATTACHMENT NO. 3

**BIDDER STATEMENT
REGARDING INSURANCE COVERAGE**

A contract will not be issued to the Contractor until the City acknowledges receipt of this signed document!

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified as 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.

Please Print (Person, Firm, or Corporation)

Signature of Authorized Representative

Please Print (Name & Title of Authorized Representative)

Date	Phone Number	Email
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Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: nhsieh@garden-grove.org. This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to:

City of Garden Grove
Attention: Lisa Kim, Assistant City Manager
Community and Economic Development Department
11222 Acacia Parkway
Garden Grove, CA 92840

NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.

**INSURANCE REQUIRMENTS
REVIEW AND SAMPLE DOCUMENTS**

Please review these documents carefully, as you will be required to submit the appropriate certificates of insurance as called out in the agreement. Work shall not commence without a fully executed agreement, which shall include the certificates of insurance signed off by the City’s Risk Management Division.

Bidder’s Statement

This document shall be included in your submitted proposal or you will be disqualified. A contract will not be issued to the Contractor until the City acknowledges receipt of this signed document!

INSURANCES:

30-Day Notice

Workers Compensation

Commercial General Liability

Automobile Liability

Excess Liability - If underlying policies cannot meet limits.

ENDORSEMENTS:

Waiver of Subrogation

Auto Liability

On-going Operations

Completed Operations

IF UNDERLYING POLICIES CANNOT
MEET CONTRACTRUAL LIMITS

- Excess Liability
- Schedule of Underlying Policies
- “Follows Form” on Certificate

MUST BE PROVIDED WITH EVERY CONTRACT/AGREEMENT

- Primary/Non – Contributory Endorsement
- Claims Made and Modified Occurrence policies are NOT acceptable, and all insurance carriers must have an AM Best’s Guide Rating of A-, Class VII or Better.
- 30-Day Notice Prior to Termination/Modification Endorsement.

ATTACHMENT NO. 4

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **XXXXXXXXXXXXXXXX**, herein after referred to as "CONTRACTOR".

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 CONTRACTOR to **provide Construction Management Services for the Central Cities Navigation Center Project**.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONTRACTOR 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 CONTRACTOR for work performed to date in accordance with CONTRACTOR's proposal which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **Amount.** Total Compensation under this Agreement shall not exceed (NTE) amount of XXXXXXXXXXXXXXXX (\$XXXX.XX), payable in arrears and in accordance with proposal in Attachment "A".
 - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR 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). In the event CITY disputes any item in any invoice, CITY shall notify CONTRACTOR within thirty (30) days of receipt by CITY of said invoice. CITY shall process and endeavor to pay the undisputed portion of said invoice. CONTRACTOR shall correct and resubmit any properly disputed portions of said invoice. Payment to CONTRACTOR for services performed pursuant to this Agreement shall not be deemed to waive any deficiencies in services performed by CONTRACTOR. Neither pendency of a dispute nor its consideration by CITY will excuse CONTRACTOR and any subcontractor from full and timely performance, in accordance with the terms of this Agreement.

3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.

3.4 Termination.

- (a) CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.
- (b) If CONTRACTOR is in default under this Agreement, then, in addition to any other remedies, CITY may terminate this Agreement immediately upon written notice.
- (c) Upon termination of this Agreement, all property belonging to CITY, which is in CONTRACTOR's possession, shall be returned to CITY. CONTRACTOR shall furnish to CITY a final invoice for work performed and reasonable expenses incurred up to the date that CONTRACTOR was to cease work as provide in this Agreement. CONTRACTOR shall not be entitled to any claim for lost profits. This final invoice shall be reviewed and paid in the same manner as set forth in section 3 of this Agreement.

3.5. Deficient Services. CONTRACTOR represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement. CONTRACTOR shall at all times competently, and, consistent with its ability, experience and talents, perform all services described herein. In meeting its obligations under this Agreement, CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by consulting firms engaged in providing services similar to those required of CONTRACTOR under this Agreement. CITY may disapprove services that do not conform to these standards and practices and may withhold or deny compensation for deficient services. Upon disapproval of services by CITY, CONTRACTOR shall immediately re-perform, at its own costs, the services that are deficient. CITY must notify CONTRACTOR in writing of the existence of such deficient services within a reasonable time, not to exceed sixty (60) days after its discovery thereof, but in no event later than one (1) year after the completion of such deficient services. No approval, disapproval, or omission to provide approval or disapproval shall release CONTRACTOR from any responsibility under this Agreement.

Any costs incurred by CITY and/or CONTRACTOR due to CONTRACTOR's failure to meet the standards required by the Agreement or CONTRACTOR's failure to perform fully the tasks described in the Proposal which, in either case, causes CITY to require that CONTRACTOR perform again all or part of the scope of services shall be at the sole cost of CONTRACTOR and, further, CITY shall not pay any additional compensation to CONTRACTOR for its re-performance.

4. Insurance requirements.

4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier or CONTRACTOR 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, CONTRACTOR 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.** CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to 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 CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

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

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

(a) CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d - 42 U.S.C. 2000d-4 (the "ACT"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 26.13, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (the "REGULATIONS"), the Federal-Aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the basis of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of CONTRACTOR under this Agreement. CONTRACTOR hereby gives assurance that CONTRACTOR and subcontractors will promptly take any measures necessary to effectuate this section. Failure by CONTRACTOR to carry out these requirements would be a material breach of the Agreement and may result in termination of the Agreement.

(b) CONTRACTOR, without limiting the above general assurance, hereby gives the following specific assurances:

i. CONTRACTOR agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or will be operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

ii. CONTRACTOR shall insert the following notification in all solicitations for bids for work or material made in connection with this Agreement and, in adapted form, in all proposals for negotiated agreements:

"CONTRACTOR hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, religion, or disability in consideration for an award".

iii. CONTRACTOR shall include nondiscrimination assurance clauses into every subcontract under this Agreement.

iv. CONTRACTOR agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Agreement.

7. **Independent Contractor.** It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY's employees. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR 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 CONTRACTOR's officers, employees, servants, representatives, subcontractors, or agents, CONTRACTOR shall indemnify CITY for all such financial obligations.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall be the property of CITY. CONTRACTOR shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest.** CONTRACTOR 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. (Contractor)
XXXXXXXXXXXXXXXXXX
Attention: XXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXX, CA 9XXXX

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

13. **Contractor's Proposal.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
15. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
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 CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be

considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

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, CONTRACTOR 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 CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'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 CONTRACTOR.
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 CONTRACTOR.
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 CONTRACTOR.
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. **Unauthorized Aliens.** CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY in connection therewith.
26. **Restrictions on Lobbying.**
 - (a). CONTRACTOR certifies to the best of his or her knowledge and belief that:

- (1) By signing this AGREEMENT, CONTRACTOR certifies, to the best of its knowledge and belief, that no state, federal or local agency appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or an employee of the Congress, or an employee of a Member of Congress in connection with this 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 an employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, CONTRACTOR shall complete and submit all required lobbying disclosure forms and reports.
- (b) This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. 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.

27. **Prevailing Wages.**

- (a) CONTRACTOR is required to comply with California Labor Code prevailing wages. Specific labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees in these categories at the site must be paid not less than the introductory hourly rates of pay and fringe benefits established by the California Department of Industrial Relations (“DIR”). Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at City Hall upon request.
- (b) CONTRACTOR shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon CONTRACTOR and upon any sub-contractors to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Agreement, employment of apprentices, hours of labor and debarment of contractors and subcontractors. Under Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid or enter into a contract to perform public work must be registered with the DIR.
- (c) If awarded a contract, the Consultant, and its subcontractors, of any tier, shall maintain active registration with the DIR for the Project’s duration. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this RFP may also be subject to compliance monitoring and enforcement by the DIR.

28. **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: _____

"CONTRACTOR"
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date