AGENDA

REGULAR MEETING
CYPRESS CITY COUNCIL
May 23, 2022
5:45 P.M.

www.cypressca.org

Council Chambers
5275 Orange Avenue
Cypress, California

PUBLIC PARTICIPATION

Members of the public may participate in this meeting as follows:

1. Attend In-Person. First-come, first-served seating is available in the Council Chambers. Face coverings are strongly recommended and all in-person attendees must be free of any symptoms associated with COVID-19.

2. Attend Virtually via Webinar. This option provides the ability to provide live public comments during Oral Communications or Public Hearings and view slideshow presentations. Please register at **https://attendee.gotowebinar.com/register/3433365118829319183** to receive an email containing a link to join the webinar. Advance registration is recommended.

3. Watch the Meeting. The City Council meeting can be viewed live on Spectrum Cable Channel 36 or on the City's website at **www.cypressca.org/watchlive**.

4. Listen to the Meeting. The public may participate via the listen-only teleconference mode by calling (631) 992-3221 and entering Access Code 858-821-262 when prompted. No registration or audio pin is necessary.

5. Submit Public Comments Prior to the Meeting. The public may submit comments via email to cityclerk@cypressca.org. Comments submitted by 3:00 p.m. on May 23, 2022 will be added to the City Council agenda as a Consent Calendar item.

CALL TO ORDER

5:45 P.M.
Executive Board Room

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Paulo Morales
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez
Council Member Scott Minikus
Council Member Jon Peat

ORAL COMMUNICATIONS (Three minutes per speaker, unless extended by the City Council)

The public may address the City Council on matters appearing on the Closed Session agenda. Although Council Members may provide brief responses, the City Council may not discuss or take action on items that are not on its agenda.

If you would like to address the City Council in person, please complete a Speaker's Card. If you would like to address the City Council via the meeting webinar, please click the 'hand raise' button, unmute your microphone and wait for the Mayor or City Clerk to call on you.
 = Hand Raise  = Unmute

Speakers providing comments in person will be called first. Speakers are requested to limit their comments to no more than three minutes.

Alternatively, comments may be submitted to cityclerk@cypressca.org prior to 3:00 p.m. on May 23, 2022. All comments submitted via email prior to the deadline will be added to the agenda as a Consent Calendar item.

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Negotiators: City Manager and Director of Finance and Administrative Services
Employee Group: Cypress Police Officers Association

RECONVENE
7:00 P.M.
Council Chambers

ROLL CALL
Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Paulo Morales
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez
Council Member Scott Minikus
Council Member Jon Peat

PLEDGE OF ALLEGIANCE

INVOCATION St. Irenaeus Catholic Church

The City Council does not endorse the content of the invocation and does not endorse the invocational speaker's particular faith, belief and/or religious denomination. The City Council has an established neutral policy for selecting and scheduling invocational speakers. The City Council's policy on invocations is available from the City Clerk.

REPORT OF WORKSHOP AGENDA / CLOSED SESSION
City Manager/City Attorney

PRESENTATIONS

Cypress School District Every Student Succeeding Recognition

National Public Works Week Proclamation

Introduction of New City Employees

Pickleball Month Presentation

ORAL COMMUNICATIONS (Limited to 30 minutes – three minutes per speaker, unless extended by the City Council)

The public may address the City Council on any matters prior to any action taken on the agenda. Although Council Members may provide brief responses, the City Council may not discuss or take action on items that are not on its agenda.

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PUBLIC HEARINGS
Public comments – five minutes per speaker, unless extended by the City Council.

If you would like to provide comments on a Public Hearing item in person, please complete a Speaker's Card available at the podium. If you would like to provide comments on a Public Hearing item via the meeting webinar, please click the 'hand raise' button, unmute your microphone and wait for the Mayor or City Clerk to call on you.

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Speakers providing comments in person will be called first. Members of the public providing comments via webinar are encouraged to also submit a written copy of their comments to cityclerk@cypressca.org prior to 3:00 p.m. on May 23, 2022. This will ensure

your comments are included in the public hearing record should you experience any technical difficulties during the public hearing.

Council Members should disclose communications with anyone relevant to a Public Hearing item.

1. **Introduce an Ordinance Amending Section 12 (Density Bonus), Section 5 (Residential Zoning Districts), Subsection 3.11.050 (Allowed Projections Into Required Setback Areas), Subsection 3.17.020(B) (Accessory Structures Used For Living Purposes) Subsection 3.17.200 (Accessory Dwelling Units), Subsection 4.18.040 (Authority for Land Use and Zoning Decisions), Section 31 (Definitions), and Creating a New Subsection 4.19.200 (Reasonable Accommodation) of the Zoning Ordinance**

   Prepared by: Alicia Velasco, Planning Director

   Recommendation:

   1. Approve the first reading, by title only, of an Ordinance amending Section 12 (Density Bonus), Section 5 (Residential Zoning Districts), Subsection 3.11.050 (Allowed Projections Into Required Setback Areas), Subsection 3.17.020(B) (Accessory Structures Used For Living Purposes) Subsection 3.17.200 (Accessory Dwelling Units), Subsection 4.18.040 (Authority for Land Use and Zoning Decisions), Section 31 (Definitions), and creating a new Subsection 4.19.200 (Reasonable Accommodation) of Appendix I of the Municipal Code; and

   2. Find the action exempt from the California Environmental Quality Act.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests separate action on a specific item.

2. **Receive and File Public Comments Submitted for the May 23, 2022 City Council Meeting**

   Prepared by: Alisha Farnell, City Clerk

   Recommendation: Receive and file submitted public comments.

3. **Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading**

4. **Approve Minutes - Meeting of April 11, 2022**

   Prepared by: Alisha Farnell, City Clerk

   Recommendation: Approve as submitted.

5. Second Reading and Adoption of an Ordinance Establishing Regulations Prohibiting the Unlawful Possession of Catalytic Converters

Prepared by: Mark Lauderback, Chief of Police

Recommendation: Approve the second reading and adopt an Ordinance, by title only and waive further reading, establishing regulations prohibiting the unlawful possession of catalytic converters.

6. Appoint City Commissioners

Prepared by: Alisha Farnell, City Clerk

Recommendation: Appoint Commissioners to the Recreation and Community Services, Senior Citizens, and Traffic Commissions.

7. Approve Plans and Specifications and Award Contracts for Concrete Rehabilitation, Project 293

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve Plans and Specifications for Concrete Rehabilitation, Project 293; and

2. Award a contract to CJ Concrete Construction Inc., Santa Fe Springs, CA, for $286,080, and authorize a contingency of $40,000; and

3. Approve a Task Order for Construction Inspection Services to TRC (Vali Cooper and Associates, Inc.), for $26,168 and authorize a contingency of $4,000.

8. Approve Plans and Specifications and Award Contracts for the Street Rehabilitation, Project 313

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve Plans and Specifications for the Street Rehabilitation, Project 313; and

2. Award a contract to American Asphalt South Inc., Riverside, CA, for $337,925.45, and authorize a contingency of $51,000; and

3. Approve a Task Order for Construction Inspection Services to TRC (Vali Cooper and Associates, Inc.), for $39,637 and authorize a contingency of $6,000.

9. Award a Contract for Graffiti Removal Services

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Award a two-year contract to Superior Property Services for Graffiti Removal Services for $225,000 with an option for up to three, one-year extensions.

10. Award an On-Call Contract for Traffic Control Services

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Award a contract services agreement for on-call traffic control services to Southern California Barricades.

11. Award a Professional Services Contract for Arnold Cypress Park Rehabilitation, Project 308, Constructability Review

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Award a professional services contract to Griffin Structures for $86,065, and authorize a contingency of $8,600.

12. Approve the Purchase of One Replacement Police Vehicle

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Authorize the purchase of one replacement police vehicle, including most upfitting, for $61,060 from Wondries Fleet Group via National Auto Fleet Group through the Sourcewell cooperative purchasing program; and

2. Authorize an appropriation increase of $62,326 in the City's Capital Replacement Fund to purchase and fully upfit the replacement police vehicle; and

3. Authorize a transfer of $51,160 from the General Liability Fund to the City's Capital Replacement Fund for available insurance proceeds received.

13. Approve a Task Order for the Senior Center Interior Improvements Design, Project 290

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve a Task Order to BOA Architecture for $31,500 for architectural design services and authorize a contingency of $4,700.

14. Receive and File the Five-Year Technology Master Plan

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Receive and file the Five-Year Technology Master Plan for FY 2022-23 through FY 2026-27.

15. Receive and File the Strategic Plan Six-Month Objectives Update

Prepared by: Peter Grant, City Manager

Recommendation: Receive and file the strategic plan six-month objectives update.

16. Receive and File the Investment Report for the Month Ended April 30, 2022

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Receive and file the attached investment report.

17. Approve Register of Warrants, Transfers, and Wires Issued for the Period of April 23, 2022 through May 6, 2022

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Approve the attached payment register summarized below for the period of April 23, 2022 through May 6, 2022:

- Electronic Funds Transfers 11001 through 11045
- Warrants 59344 through 59461
- Payroll Transfers W1474

CONTINUED ITEMS

18. Consider a Proclamation in Support of Diversity and Inclusion

Agendized by: Scott Minikus, Council Member

Recommendation: Approve a Proclamation in Support of Diversity and Inclusion.

NEW BUSINESS

None.

ORAL COMMUNICATIONS (Five minutes per speaker, unless extended by the City Council)

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COUNCIL MEMBER REPORTS AND REMARKS

CITY MANAGER REMARKS

ADJOURNMENT

The next meeting will be an adjourned Regular Meeting, to be held on Monday, June 13, 2022, beginning at 5:30 p.m. in the Executive Board Room.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 20th day of May, 2022.

_____

Alisha Farnell, City Clerk

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk at (714) 229-6685 at least 72 hours prior to the meeting to enable the City to make reasonable arrangements to assure accessibility to this meeting.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **1.**

FROM: Alicia Velasco, Planning Director

DATE: 05/23/2022

SUBJECT: **Introduce an Ordinance Amending Section 12 (Density Bonus), Section 5 (Residential Zoning Districts), Subsection 3.11.050 (Allowed Projections Into Required Setback Areas), Subsection 3.17.020(B) (Accessory Structures Used For Living Purposes) Subsection 3.17.200 (Accessory Dwelling Units), Subsection 4.18.040 (Authority for Land Use and Zoning Decisions), Section 31 (Definitions), and Creating a New Subsection 4.19.200 (Reasonable Accommodation) of the Zoning Ordinance**

RECOMMENDATION

1. Approve the first reading, by title only, of an Ordinance amending Section 12 (Density Bonus), Section 5 (Residential Zoning Districts), Subsection 3.11.050 (Allowed Projections Into Required Setback Areas), Subsection 3.17.020(B) (Accessory Structures Used For Living Purposes) Subsection 3.17.200 (Accessory Dwelling Units), Subsection 4.18.040 (Authority for Land Use and Zoning Decisions), Section 31 (Definitions), and creating a new Subsection 4.19.200 (Reasonable Accommodation) of Appendix I of the Municipal Code; and

2. Find the action exempt from the California Environmental Quality Act.

DISCUSSION

The 2021-29 Housing Element contains State-mandated programs to remove constraints to housing development, including updating the Zoning Ordinance to comply with recent changes in State law. In November 2021, the City Council adopted updated emergency shelter provisions as a first step in this effort. The recommended amendments address State accessory dwelling units (previously identified as second units) regulations, density bonuses, and fair housing laws providing reasonable accommodations for disabled persons.

Accessory Dwelling Units

New State laws (AB 68, AB 587, AB 881, and SB 13) invalidated the City's current ordinance and created permitting requirements for Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU). ADUs contain complete independent living facilities (including a kitchen and bathroom) and may be attached to the primary dwelling, detached, or converted from an existing accessory structure, while JADUs must be contained within the

walls of the primary dwelling and may share bathroom facilities with the primary dwelling. The City has permitted 13 ADUs and JADUs since the new State laws took effect in 2020. The ordinance complies with State law, including:

- A single-family lot is permitted an ADU, JADU, or both, if all the standards are met
- JADUs are limited to 500 square feet
- An ADU may be attached, detached, or converted from a garage or other accessory structure
- Replacement parking is not required if a garage is converted to an ADU
- New construction ADUs are limited to 16 feet in height
- Multi-family properties can construct one ADU per four units on a property (in addition to what is permitted on single-family properties)

Density Bonus

The density bonus ordinance grants increased residential density and/or other incentives as an incentive for the construction of affordable units. State density bonus law (Government Code Sections 65915-65918) establishes density bonuses based on the number and type of affordable units and has changed significantly since the City Council last updated its ordinance in 2010. The City expects more new State-required changes to the recommenced ordinance and to future-proof it, the ordinance references the Government Code rather than the quoting it. As required by the State, the ordinance:

- Includes procedures for requesting a density bonus, incentives and concessions, waiver of development standards, and parking requirement reductions
- Requires affordable units be similar size and quality as market rate units and ensures their development before/concurrent with market rate units
- Requires an Affordable Housing Agreement be recorded against the property to ensure affordability remains in place for the specified term
- Requires ongoing monitoring and enforcement to ensure affordable units are occupied by qualifying households

Reasonable Accommodation

The Federal Fair Housing Act and the California Fair Employment and Housing Act require cities to provide flexibility in zoning and building regulations to give persons with disabilities equal access to housing. A common example of reasonable accommodation is a reduced front yard setback to accommodate a wheelchair ramp. An addition to the Zoning Code (Subsection 4.19.200) establishes procedures for considering reasonable accommodation requests, including standards that the accommodation will not impose an undue financial or administrative burden on the City and will not require a fundamental alteration in the nature of the City's zoning or building regulations or procedures. Since 2020, the City has processed one reasonable accommodation request (for a wheelchair ramp).

Summary

The recommended ordinance is required to implement the 2021-29 Housing Element and comply with State law. The ordinance updates terms and definitions related to ADUs, density bonuses, and reasonable accommodations. Should the City Council not approve the recommended ordinance, the City remains obligated by these requirements in State law.

The public hearing notice for this item was posted on May 13, 2022, as required by the Municipal Code. Any comments received will be attached.

BUDGET IMPACT

None.

LEGAL REVIEW

The attached Ordinance was reviewed and approved by the City Attorney.

APPROVED BY: Peter Grant, City Manager

Attachments

Ordinance
Redlined Ordinance
CEQA Exemption

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, AMENDING SUBSECTION 2.05.030 (RESIDENTIAL ZONING DISTRICT LAND USES AND PERMIT REQUIREMENTS), SUBSECTION 2.05.050 (RESIDENTIAL OFF-STREET PARKING REQUIREMENTS), SUBSECTION 3.11.050 (ALLOWED PROJECTIONS INTO REQUIRED SETBACK AREAS), SECTION 12 (DENSITY BONUS), SUBSECTION 3.17.020(B) (ACCESSORY STRUCTURES USED FOR LIVING PURPOSES), SUBSECTION 3.17.200 (ACCESSORY DWELLING UNITS), SUBSECTION 4.18.040 (AUTHORITY FOR LAND USE AND ZONING DECISIONS), AND SECTION 31 (DEFINITIONS) AND CREATING A NEW SUBSECTION 4.19.200 (REASONABLE ACCOMMODATION) OF APPENDIX I OF THE CYPRESS MUNICIPAL CODE AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, Sections 65915-65918 of Title 7, Division 1, Chapter 4.3 of the Government Code contains regulations pertaining to density bonuses and other incentives for the development of affordable housing; and

WHEREAS, Sections 65852.2 and 65852.22 of Title 7, Division 1, Chapter 4 of the Government Code contains regulations pertaining accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”) and limits a local authority’s scope of regulation upon ADUs and JADUs; and

WHEREAS, the federal Fair Housing Act and the California Fair Employment and Housing Act (“Fair Housing Laws”) provide for reasonable accommodation in the application of zoning laws, building code, and other land use regulation, policies, and procedures for persons with disabilities seeking equal access to housing; and

WHEREAS, the City Council desires to update the City’s regulations so that it is consistent with State law and Fair Housing Laws; and

WHEREAS, the City Council finds that the Ordinance is consistent with the goals, policies, and objectives of the General Plan. Housing Element Goal HOU-5 is to “mitigate any potential governmental constraints to housing production and affordability”. The Ordinance furthers this goal by ensuring that the City’s zoning regulations are consistent with State laws intended to facilitate and incentivize the development of affordable housing and accessory dwelling units. Housing Element Goal HOU-6 is to “promote equal opportunity for all residents to reside in the housing of their choice”. The Ordinance is consistent with this goal in that it establishes procedures for persons with disabilities to request reasonable accommodations that will allow them to reside in the housing of their choice; and

WHEREAS, on May 23, 2022, the City Council held a duly noticed public hearing and considered testimony on the Ordinance; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in the above Recitals are true and correct and are incorporated herein as findings of the City Council.

SECTION 2. The alphabetical list of land uses in Table 2-2 (Allowable Uses and Permit Requirements for Residential Zoning Districts) of Subsection 2.05.030 of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows, with all land uses renumerated alphabetically (~~strikethrough~~ represents deleted language while underline represents added language):

TABLE 2-2
ALLOWABLE USES AND PERMIT REQUIREMENTS
FOR RESIDENTIAL ZONING DISTRICTS

Land Use	*Permit Requirement by District*						
	RS-15000	*RS-6000*	*RS-5000*	*RM-15*	*RM-20*	*MHP-20*	*See Section*
Residential							
Accessory Dwelling Units	P	P	P	P	P		3.17.200
~~Granny Units~~	~~C~~	~~C~~	~~C~~	~~—~~	~~—~~	~~—~~	~~6.31.020(G)~~
~~Second Dwelling Units not more than 640 sq. ft.~~	~~P~~	~~P~~	~~P~~	~~—~~	~~—~~	~~—~~	~~3.17.200~~
~~Second Dwelling Units more than 640 sq. ft.~~	~~C~~	~~C~~	~~—~~	~~—~~	~~—~~	~~—~~	~~3.17.200~~

SECTION 3. The alphabetical list of land uses in Table 2-4 (Residential Zoning District Parking Requirements) of Subsection 2.05.050 of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows, with all land uses renumerated alphabetically (~~strikethrough~~ represents deleted language while underline represents added language):

TABLE 2-4
RESIDENTIAL ZONING DISTRICT PARKING REQUIREMENTS

Residential Uses	*Vehicle Spaces Required*
Residential Land Uses	
Accessory Dwelling Units	See Section 3.17.200(F)(5)
~~Second dwelling units~~	~~1 space per bedroom in addition to the spaces required for the single-family dwelling unit on the site. If the second dwelling unit is conditionally approved pursuant to Section 3.17.200(I), the required parking spaces shall be enclosed.~~

SECTION 4. Table 3.1 (Allowed Projections into Required Setback Areas, Residential Zoning Districts) of Subsection 3.11.050 of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while underline represents added language):

TABLE 3.1
ALLOWED PROJECTIONS INTO REQUIRED SETBACK AREAS
RESIDENTIAL ZONING DISTRICTS

Feature	*Front Setback*	*Rear Setback*	*Side Setback*
Architectural adornments such as cornices, eaves, sills, etc.	4 feet	4 feet	Not more than one-half of the required side setback
Balconies (a)	6 feet	6 feet	6 feet
Bay window or similar feature which does not extend the structure's foundation	4 feet	4 feet	Not more than one-half of the required side setback
Canopies, Pop up	Not allowed	Not allowed	Not allowed
Chimneys	4 feet	4 feet	Not more than one-half of the required side setback
Fire escapes	Not allowed	No restriction	No restriction
Canopies, gazebos, patio covers — open	Not allowed	Within 5 feet of the property line. Overhanging and cantilevered roofs and eaves may project to within 2 feet 6 inches from the rear property line.	Within 5 feet of the property line. Overhanging and cantilevered roofs and eaves may project to within 2 feet 6 inches from the side property line.
Pool motors and similar equipment	Not allowed	May be located anywhere within rear setback.	May be located anywhere within side setback. ~~Refer to additional requirements in Subsection 3.17.200 (Second Dwelling Units)~~
Porches	4 feet	4 feet	Not more than one-half of the required side yard setback
Roofs of accessory structures (b)	Not allowed	No closer than 5 feet to the lot line	No closer than 5 feet to the lot line, except for units developed on zero lot line parcels

Notes:

(a) Balconies shall be limited in width to six feet. Second floor decks other than balconies, such as (e.g., sundecks) are prohibited.

(b) Roofs shall be no more than 10 feet in height.

SECTION 5. Section 12 (Density Bonus) of Appendix I (Zoning) of the Cypress Municipal Code is hereby deleted in its entirety and replaced with a new Section 12 (Density Bonus), which shall read as follows:

SECTION 12. DENSITY BONUS

3.12.010. Purpose.

The purpose of this section is to provide incentives for the production of affordable housing in accordance with California Government Code Sections 65915-65918 (“State Density Bonus Law”).

3.12.020. Definitions.

The definitions found in State Density Bonus Law shall apply to the terms contained in this section.

3.12.030. Applicability.

This section applies to a “housing development”, as defined in Government Code Section 65915(i), or an “eligible housing development”, as defined in Government Code Section 65917.2, when an applicant proposes a density increase above the maximum allowable density and/or other regulatory incentives and concessions in exchange for reserving a portion of the units for lower-income, moderate-income, or senior households, as provided in this section and State Density Bonus Law.

3.12.040. Application Requirements

A. *Required submittals.* In addition to the application filing requirements established in Section 18 (Applications, Processing, and Fees), the following information shall be provided by the applicant on a form supplied by the Community Development Department:

    1. How the proposed project will satisfy the eligibility requirements of Government Code Section 65915 or 65917.2.

    2. The requested density bonus pursuant to subsection 3.12.050 (Density Bonus).

    3. Any incentives and concessions that are sought under Government Code Section 65915(d). The applicant shall provide reasonable documentation to show that any requested incentive or concession will result in identifiable and actual cost reductions to provide for affordable housing costs or rents.

    4. Any waivers and reductions that are sought under Government Code Section 65915(e). The applicant shall provide reasonable documentation that the development standard(s) for which the waiver is requested will have the effect of physically precluding the development at the densities or with the concessions or incentives permitted by State Density Bonus Law.

5. Any requested parking reductions sought under Government Code Section 65915(p).

6. Documentation of how the project will comply with Government Code Section 65915(c)(3) pertaining to replacement units.

B. *Fee.* Payment of a fee in an amount set by resolution of the City Council, pursuant to Section 18 of the Cypress Zoning Ordinance.

C. *Concurrent review.* Density bonus requests shall be filed concurrently with the other planning permit application(s) required for the development. The density bonus request shall be processed concurrently with the underlying planning permit or entitlement for the project.

3.12.050. Density Bonus.

A. *Calculation.* Density bonuses shall be calculated as set forth in Government Code Section 65915 and 65917.2.

1. In determining the total number of units to be granted, each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number.

2. When calculating the number of affordable units needed for a given density bonus, any fractions of affordable units shall be rounded up to the next whole number.

3. The density bonus units shall not be included in determining the number of affordable units required to qualify a housing development for a density bonus pursuant to State Density Bonus Law.

B. Each housing development is entitled to only one density bonus. If a housing development qualifies for a density bonus under more than one income category or additionally as senior housing or housing intended to serve transitional foster youth, disabled veterans, or homeless persons, or other category qualifying for a density bonus under the State Density Bonus Law, the applicant shall select the category under which the density bonus is granted.

C. The applicant may elect to receive a density bonus that is less than the development is entitled to under State Density Bonus Law, including a density bonus of zero. In such cases, the applicant retains their entitlement to incentives, concessions, and parking reductions as provided in State Density Bonus Law.

3.12.060. Incentives and Concessions.

A. The applicant may request up to the number of incentives and concessions for which the project is entitled pursuant to Government Code Section 65915(d)(2).

B. The City shall grant requested incentives and concessions unless a specified finding is made as set forth in Government Code Section 65915(d)(1). However, the City is not required to deny a proposed incentive or concession solely because it can make a finding under Government Code Section 65915(d)(1).

3.12.070. Waivers and Reductions.

A. An applicant may submit to the City a proposal for waivers and reductions of development standards that physically prevent construction of a housing development and density bonus units meeting the criteria of Government Code Section 65915(b).

B. The City may deny waivers and reductions for the reasons set forth in Government Code Section 65915(e)(1).

3.12.080. Affordable Housing Requirements

A. *Maximum affordable housing costs.* The maximum total housing costs paid by a qualifying household, adjusted for household size appropriate for the unit, shall be pursuant to Health and Safety Code Sections 50052.5 and 50053.

B. *Term of affordability.* The term of affordability for affordable units shall be at least the period of time required by Government Code Section 65915(c).

C. *Sale and resale of owner-occupied units.* Sale and resale of owner-occupied units is subject to the requirements of Government Code Section 65915(c)(2).

D. *Development Standards.*

1. All affordable units shall be reasonably dispersed throughout the housing development.

2. Affordable units shall be made available for occupancy concurrently with or prior to the market rate units in the development. In the event the City approves a phased project, the affordable units shall be provided proportionately within each phase.

3. Affordable units shall be comparable with the market rate units in terms of design, construction quality, exterior appearance, exterior finished quality, and size.

4. The bedroom mix of the affordable units shall be equivalent to the bedroom mix of the market rate units of the development, unless otherwise approved by the City.

5. *Comparable amenities.* Residents of affordable units shall have equal access to project amenities available to other residents, including, but not limited to, access

to recreational, parking, and storage facilities and interior amenities such as microwaves and dishwashers.

6. *Parking*. Unless the City's adopted parking standards will result in fewer parking spaces, the applicant may request a reduction in parking standards pursuant to Government Code Section 65915(p).

3.12.090. Affordable Housing Agreement and Senior Housing Agreement.

A. *Affordable Housing Agreement.* Applicants that have been conditionally granted a density bonus, incentives and concessions, and/or waivers for the provision of affordable housing shall enter into an Affordable Housing Agreement with the City in a form approved by the City Attorney. The Affordable Housing Agreement shall, at a minimum, include the following:

1. The total number of units and the number of units that will be made affordable;

2. The size, bedroom count, and location of each affordable unit;

3. The income levels of the affordable units and an acknowledgement that the City will verify tenant and home buyer incomes to maintain the affordability of the units;

4. The term of affordability for the units, which shall not be less than the period of time required by Government Code Section 65915;

5. The approved density bonus, incentives, concessions, waivers, and/or parking reductions, if any;

6. Schedule of development for all units; and

7. An affirmative fair marketing plan that is approved by the City to ensure advertising of the availability of the affordable units to a wide spectrum of City residents.

B. *Senior Housing Agreement.* Applicants that have been conditionally granted a density bonus, incentives and concessions, and/or waiver for the provision of market rate senior housing shall enter into a Senior Housing Agreement with the City in a form approved by the City Attorney. The Senior Housing Agreement shall require the development to operate as a senior citizen housing development pursuant to Government Code Section 65915(b)(1)(C). The Senior Housing Agreement shall also include the following:

1. Approved density bonus, incentives, concessions, waivers, and/or parking reductions, if any; and

2. Schedule of development for all units.

C. *Recordation.* The executed Affordable Housing Agreement or Senior Housing Agreement shall be recorded against the housing development prior to final map approval or, where a map is not being processed, prior to the issuance of building permits. The Affordable Housing Agreement or Senior Housing Agreement shall bind all future owners and successors in interest for the term of years specified therein.

3.12.100. Enforcement and Monitoring.

A. The provisions of this section shall apply to all developers and their agents, successors, and assigns proposing a housing development governed by this section. No building permit or certificate of occupancy shall be issued, nor any entitlement granted, for a project receiving a density bonus, incentive, concession, or waiver until it meets the requirements of this section.

B. The director shall establish administration regulations which contain guidelines and procedures for the effective implementation of this section. The administrative regulations may include fees for monitoring, reports, transactions, and other administrative activities to the extent allowable by State Density Bonus Law. All fees shall be approved by the City Council in an amount set by resolution, pursuant to Section 18 of the Cypress Zoning Ordinance.

C. All affordable units shall be rented or owned in accordance with this section and the administrative guidelines. Any individual who sells or rents an affordable unit in violation of the provisions of this section shall be required to forfeit all monetary amounts so obtained.

D. The City Attorney shall be authorized to enforce the provisions of this section and all Affordable Housing Agreements, Senior Housing Agreements, covenants, resale restrictions, promissory notes, deeds of trust, and other requirements placed on affordable units by civil action and any other proceeding or method permitted by law.

3.12.110. Interpretation.

If any portion of this subsection conflicts with State Density Bonus Law or other applicable state law, state law shall supersede this section. Any ambiguities in this section shall be interpreted to be consistent with State Density Bonus Law.

SECTION 6. Subsection 3.17.020(B) of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while underline represents added language):

B. *Accessory structures used for living purposes*. An accessory structure used for living purposes shall meet the requirements of subsection 3.17.200 (~~Second~~ Accessory dwelling units).

SECTION 7. Subsection 3.17.200 (Second dwelling units) of Appendix I (Zoning) of the Cypress Municipal Code is hereby deleted in its entirety and replaced with a new Subsection 3.17.200 (Accessory dwelling units), which shall read as follows:

3.17.200. Accessory dwelling units.

A. *Purpose.* The purpose of this subsection is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Government Code Sections 65852.2 and 65852.22.

B. *Effect of conforming.* An ADU or JADU that conforms to the provisions of this subsection shall:

1. Be deemed an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located;

2. Be deemed a residential use that is consistent with the existing general plan and zoning designation for the lot upon which it is located; and

3. Not be considered in the application of any local ordinance, policy, or program to limit residential growth.

C. *Application and review procedures.*

1. *Review.* Applications for ADUs or JADUs shall be considered ministerially through the plan check process. The director or their designee shall consider and approve or disapprove a complete application for an ADU or JADU within 60 days from the date the City receives a complete application. Review is limited to whether the proposed ADU or JADU complies with the requirements of this subsection. If the application to create an ADU or JADU is submitted concurrently with an application to create a new single-family dwelling on the lot, the director may delay acting upon the application for the ADU or JADU until the City acts on the application to create the new single-family dwelling.

2. *Nonconformities.* The correction of nonconforming zoning conditions shall not be required for the creation of an ADU or JADU.

D. *Locations permitted.*

1. ADUs conforming to the provisions of this subsection may be located on any lot in the City that is zoned to allow single-family or multi-family residential uses and that includes a proposed or existing legally developed single-family or an existing legally developed two-family or multi-family dwelling.

2. JADUs conforming to the provisions of this subsection may be located within a proposed or existing legally developed single-family dwelling on any lot in the City that is zoned to allow single-family residential uses.

3. ADUs and JADUs shall not be permitted on any parcel that has obtained a permit for a two-unit development and urban lot split pursuant to Government Code Sections 65852.21 and 66411.7.

E. *Number of ADUs and JADUs permitted.*

1. *Single-family lots.* No more than one (1) ADU and one (1) JADU is permitted on a lot developed or proposed to be developed with a single-family dwelling.

2. *Multi-family lots.* A lot developed with a two-family or multi-family dwelling shall be permitted either:

a. No more than two (2) detached ADUs; or

b. Up to twenty-five (25) percent of the number of existing multi-family dwelling units within existing multi-family or two-family dwelling structures. The ADUs must be converted from portions of the existing multi-family dwelling structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. For the purposes of calculating the number of allowable ADUs, the following shall apply:

i. Fractions shall be rounded down to the next lower whole number of dwelling units, except that at least one (1) ADU shall be allowed.

ii. Previously approved ADUs shall not count towards the existing number of multi-family dwelling units.

F. *Development standards.* Except as modified by this subsection, ADUs and/or JADUs shall conform to the development standards applicable to the lot on which it is located as set forth in the Cypress Zoning Ordinance and/or in an applicable specific plan.

1. *Lot area.* There shall be no minimum lot area required in order to establish an ADU or JADU.

2. *Unit size.*

a. *ADUs.*

i. No ADU shall exceed 1,200 square feet in size.

ii. An attached ADU that is created on a lot with an existing or proposed single-family dwelling is further limited to fifty (50) percent of the floor area of the existing or proposed primary dwelling.

iii. An ADU constructed solely through the conversion of an existing building or structure or in the same location and same dimensions as an existing structure shall be limited in size to the existing square footage of the building or structure converted or replaced, except that an expansion of not more than 150 square feet is permitted to accommodate ingress and egress to the ADU only.

iv. The application of requirements related to lot coverage, floor area ratio, or open space may further limit the size of an ADU; however, in no case shall the application of such requirements limit the size of an ADU to less than 800 square feet.

b. *JADUs*. No JADU shall exceed 500 square feet in size.

c. *Minimum size.* The minimum size of an ADU or JADU shall be at least that of an efficiency unit, as defined in Health and Safety Code Section 17958.1.

3. *Setbacks.*

a. Minimum setbacks of no less than four (4) feet from the side and rear property lines are required for newly constructed ADUs.

b. The minimum setback from the front property line shall be the same setback requirement that applies to the primary dwelling.

c. For conversion of an existing building or structure or replacement in the same location and same dimensions as an existing structure, no additional setback is required beyond the existing setback, provided it is sufficient for fire and safety.

4. *Height*.

a. Newly constructed ADUs shall not exceed one (1) story and a height of sixteen (16) feet.

b. ADUs and JADUs converted from an existing building or structure shall not exceed the height of the existing structure.

5. *Parking*.

a. *ADUs*. A minimum of one (1) parking space shall be provided for each ADU unless they are not required pursuant to paragraph (5.b) below. The required

parking space may be permitted in setback areas or through tandem parking on a driveway.

b. *Exceptions*. Off-street parking for the ADU is not required in the following instances:

i. The ADU is a studio;

ii. The ADU is located within one-half (1/2) mile walking distance of public transit, as that term is defined in Government Code Section 65852.2; or

iii. When parking for the ADU is not required pursuant to Government Code Section 65852.2 (d).

c. *JADUs*. No parking shall be required for JADUs.

d. *No Replacement*. When a garage, carport, or covered parking structure is converted or demolished in conjunction with the construction of an ADU or JADU, those off-street parking spaces are not required to be replaced.

6. *Kitchens*.

a. *ADUs*. ADUs shall have a kitchen, as required by the Building Code, which shall include a kitchen sink, cooking device, refrigeration, food preparation counter, and storage cabinets.

b. *JADUs*. JADUs shall include an efficiency kitchen, including a cooking facility with appliances, and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

7. *Design*. Exterior finished materials on the ADU or JADU shall match the exterior finished materials for the primary dwelling unit.

8. *Fire sprinklers.* Fire sprinklers are required in an ADU only if sprinklers are required in the primary residence.

9. *Exterior access.* An attached or converted ADU or JADU on a single-family lot must have independent exterior access that is separate from the access to the proposed or existing primary dwelling.

10. *Passageway*. No passageway shall be required in conjunction with the construction of an ADU and/or JADU. For the purposes of this chapter, "passageway" shall mean a pathway that is unobstructed, clear to the sky, and extends from the right-of-way to one (1) entrance of the ADU and/or JADU.

11. *Utilities*.

a. *ADUs.* An ADU may be served by the same water, sewer, and other utility connections serving the primary dwelling on the property, and the installation of a new or separate utility connection directly between an ADU and a utility is not required. However, separate utility connections and meters for ADUs may be installed at the property owner's option, when permitted by the utility provider, and subject to the payment of all applicable fees.

b. *JADUs.* A JADU shall be served by the same water, sewer, and other utility connections serving the primary dwelling in which it is located, and no separate utility meters shall be permitted for a JADU.

G. *Other requirements.*

1. *No separate conveyance.* Except as otherwise provided in Government Code Section 65852.26 or by other applicable laws, an ADU or JADU may be rented separate from the primary residence(s), but may not be sold or otherwise conveyed separate from the primary residence(s). A lot shall not be subdivided in any manner which would authorize such separate sale or ownership.

2. *Short-term rental prohibited.* Rental of an ADU or JADU for a term of thirty (30) days or less is prohibited.

3. *Owner occupancy requirements.*

   a. *ADUs.*

      i. For any ADU created on or after January 1, 2020, but before January 1, 2025, owner occupancy of the primary dwelling or ADU is not required.

      ii. For all ADUs created on or after January 1, 2025, an owner of record of the lot upon which the ADU is located must occupy either the primary dwelling or ADU as their principal residence.

   b. *JADUs.* An owner of record of the lot upon which a JADU is located must occupy either the JADU or the remaining portion of the primary single-family dwelling as their principal residence. However, the owner occupancy requirement does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

4. *Deed restriction.* Prior to issuance of a building permit for an ADU or JADU, a deed restriction shall be recorded against the title of the property in the county recorder's office and a copy filed with the Community Development Department. The deed restriction shall run with the land and bind all future owners. The form of the deed restriction will be provided by the City and shall include the following:

a. The ADU or JADU may not be sold separately from the primary dwelling(s).

b. The ADU or JADU is restricted to the approved size and to other attributes allowed by this subsection, including owner occupancy restrictions and the prohibition on short-term rental.

c. The deed restriction runs with the land and may be enforced against future property owners.

d. The deed restriction may not be modified or terminated without the prior written consent of the director.

e. The deed restriction is enforceable by the director or their designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

5. *Impact fees.*

a. No impact fee is required for an ADU that is less than seven hundred fifty (750) square feet in size.

b. Any impact fee that is required for an ADU that is seven hundred fifty (750) square feet or greater in size shall be charged proportionately in relation to the square footage of the primary dwelling unit (e.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling).

c. For purposes of this section, “impact fee” does not include any connection fee or capacity charge for water or sewer service.

SECTION 8. A new Subsection 4.19.100 (Reasonable Accommodation) of Appendix I (Zoning) of the Cypress Municipal Code is hereby added as follows:

4.19.100. Reasonable Accommodation.

D. *Purpose of subsection.* The purpose of this subsection is to provide a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the federal Fair Housing Act and the California Fair Employment and Housing Act (collectively, the “Fair Housing Laws”) in the application of zoning laws, building codes, and other land use regulations, policies, and procedures.

E. *Applicability.*

1. A request for reasonable accommodation may be made by any person with a disability, their representative, or a developer or provider of housing for the disabled, when the application of a zoning law, building code provision, or other land use regulation, policy, or practice denies a person equal access to housing opportunities. A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment, or anyone who has a record of such impairment, as those terms are defined in the Fair Housing Laws.

2. A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development, and/or use of housing or housing related facilities that that is necessary to afford an individual with a disability an equal opportunity to housing. Requests for reasonable accommodation shall be made in the manner prescribed by this subsection and shall be approved only for the benefit of one or more individuals with a disability.

3. Where the improvements or modifications approved through a reasonable accommodation would generally require a variance, a variance shall not be required.

F. *Application Requirements.*

1. *Required submittals.* In addition to the application filing requirements established in Section 18 (Applications, Processing, and Fees), the following information shall be provided by the applicant on a form supplied by the Community Development Department:

    a. Documentation that the applicant is an individual with a disability, applying on behalf of one or more individuals with a disability, or a developer or provider of housing for one or more individuals with a disability. Documentation may include a letter from a medical doctor or other licensed healthcare professional, a disabled license, or any other appropriate evidence;

    b. The specific code section, regulation, policy or practice from which relief is sought and an explanation of why it is preventing, or will prevent, the use and enjoyment of the subject property by one or more individuals with a disability;

    c. The specific exception or modification requested and an explanation of why it is necessary to provide one or more individuals with a disability equal access to housing;

    d. Verification that the property is or will be the primary residence of the individual(s) for whom the reasonable accommodation is requested; and

e. Any other information that the director reasonably concludes is necessary to make the findings required by this subsection, consistent with Fair Housing Laws.

2. *Other discretionary permits.* If the project for which the request for reasonable accommodation is being made also requires some other discretionary approval, then the applicant shall file the application submittal information together with the application for discretionary approval for concurrent review.

3. *Fee.* No fee shall be required for a request for reasonable accommodation, but if the project requires another permit, then the prescribed fee shall be paid for all other permits.

G. *Authority.*

1. *Director.* Requests for reasonable accommodation shall be reviewed by the director, or designee, unless another discretionary approval is sought for which the City Council is the reviewing authority.

2. *City Council.* Requests for reasonable accommodation shall be reviewed by the City Council when they are submitted for concurrent review with another discretionary land use application for which the City Council is the reviewing authority.

H. *Proceedings.*

1. *Director's action.* For requests reviewed by the director, the director shall issue a written determination within 30 days of the date of receipt of a complete application.

2. *City Council action.* For requests reviewed by the City Council, the processing procedures of the discretionary land use permit shall govern the joint processing of both the request for reasonable accommodation and the discretionary land use permit.

3. The reviewing authority's written decision shall set forth the findings in accordance with paragraph F (Findings), any conditions of approval, and notice of the right to appeal, if applicable.

4. *Conditions of approval.* The reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation complies with the findings required by this subsection.

5. *Alternative reasonable accommodations.* The reviewing authority may approve alternative reasonable accommodations that provide an equivalent level of benefit to the individual(s) with disabilities.

6. *Appeals.* If the director does not grant the reasonable accommodation request, or if the applicant disagrees with any conditions imposed on the granting of the reasonable accommodation, the applicant may file an appeal to the City Council in compliance with Section 27 (Appeals) including that the appeal be submitted in writing before 5:00 p.m. of the fourteenth (14th) day following the date the decision was rendered by the director. Decisions on reasonable accommodation requests made by the City Council are final.

7. A reasonable accommodation is granted to an individual(s) and shall not run with the land. If the persons for which the accommodation were granted vacate the residence, the reasonable accommodation shall remain in effect only if the director determines that:

    a. The modification is physically integrated on the property and cannot feasibly be removed or altered; or

    b. The accommodation is necessary to give another disabled individual an equal opportunity to enjoy the dwelling. The director may request the applicant or their successor in interest to the property to provide documentation that subsequent occupants are persons with disabilities. Failure to provide such documentation within thirty (30) days of the date of a written request by the City shall constitute grounds for discontinuance by the City of the previously approved reasonable accommodation.

I. *Findings.* A request for reasonable accommodation shall be approved, with or without conditions, if the review authority first finds, based upon all the evidence presented, all of the following:

1. The housing which is the subject of the request for reasonable accommodation will be occupied by one or more individuals with disabilities protected under Fair Housing Laws;

2. The reasonable accommodation is necessary to make housing available to one or more individuals with a disability protected under the Fair Housing Laws;

3. The requested accommodation will not impose an undue financial or administrative burden on the City; and

4. The requested accommodation will not require a fundamental alteration in the nature of the City's zoning or building laws, policies, and/or procedures.

SECTION 9. Subsection 4.18.040 (Authority for land use and zoning decisions) of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while underline represents added language):

4.18.040. Authority for land use and zoning decisions.

Table 4-1 (Review Authority) identified the city official or authority responsible for reviewing and making decisions on each type of application or land use entitlement required by this zoning ordinance.

TABLE 4-1
REVIEW AUTHORITY

Type of Entitlement or Decision	*Applicable Citation*	*Director*	*Council*
Adjustments	4.19.050	Approve (1)	Appeal
Conditional Use Permits	4.19.070	Recommend (2)	Approve
Development Agreements	Section 21	Recommend	Approve
Design Reviews	4.19.060	Recommend	Approve
Director's Reviews	4.19.030	Approve (3)	Appeal (4)
General Plan Amendments	Section 28	Recommend	Approve
Home Occupation Permits	4.19.060	Issue	Appeal
Interpretations	1.02.020	Issue	Appeal
Reasonable Accommodation	4.19.100	Approve (5)	Appeal
Sign Permits	Section 15	Issue	Appeal
Specific Plans	Section 20	Recommend	Approve
Temporary Use Permits	4.19.040	Approve	Appeal
Variances	4.19.080	Recommend	Approve
Zoning Clearances	4.19.020	Issue	Appeal
Zoning Map Amendments	Section 28	Recommend	Approve
Zoning Ordinance Amendments	Section 28	Recommend	Approve

Notes:

(1) The director may defer action and refer any permit or approval application to the council for final determination.
(2) "Recommend" means that the review authority makes a recommendation to a higher review authority; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier review authority, in compliance with section 27 (Appeals).
(3) All decisions of the director are appealable to council, in compliance with section 27 (Appeals).
(4) All decisions of the council are final.
(5) When requests for reasonable accommodation are submitted for concurrent review with another discretionary land use application for which the council is the reviewing authority, the council shall also review the request for reasonable accommodation.

SECTION 10. The alphabetical list of definitions in Section 31 (Definitions) of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows, with the all definitions renumerated alphabetically (~~strikethrough~~ represents deleted language while underline represents added language):

6.31.020. Definitions of specialized terms and phrases.

D. *Definitions, "D."*

Density bonuses. A density bonus~~, as defined by Government Code § 65915 et seq.,~~ is an increased residential density ~~of at least twenty-five (25) percent~~ over the

maximum authorized density which is granted to an owner/developer of a housing project agreeing to construct a prescribed percentage of affordable ~~very low and/or low income~~ dwelling units pursuant to Government Code Sections 65915-65918.

Dwelling unit, accessory. An attached or detached residential dwelling unit which provides complete independent living facilities for one (1) or more persons on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot as the single-family or multi-family dwelling is or will be situated. An accessory dwelling unit also includes:

1. An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code; and

2. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

Dwelling unit, junior accessory. A unit that is no more than 500 square feet in size and contained entirely within a single-family dwelling. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

G. *Definitions, "G."*

~~*Granny unit.* A dwelling unit, either attached to or detached from, a primary residence on a parcel that is zoned for a single-family residence, that is intended for the sole occupancy of one or two (2) adult persons who are sixty-two (62) years of age or over, consistent with Government Code Section 65852.1, as amended from time to time. The area of floor space of an attached granny unit shall not exceed thirty (30) percent of the existing living area. The area of the floor space of a detached granny unit shall not exceed one thousand two hundred (1,200) square feet.~~

S. *Definitions, "S."*

~~*Second dwelling unit.* A second permanent dwelling unit that is attached to or detached from an existing single-family residential dwelling unit which provides complete independent living facilities for one or more persons, as defined in Government Code Section 65852.2(i)(4), as it exists or as it may be amended from time to time. The second dwelling unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel that the existing unit is situated. A second dwelling unit may be an efficiency unit, as defined in Health and Safety Code Section 17958.1, as amended, or a manufactured home, as defined in Health and Safety Code Section 18007, as amended. (See subsection 3.17.200 (Second dwelling units).)~~

SECTION 11. CEQA. In accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, adoption of this Ordinance is exempt in that it can be seen with certainty that there is no possibility that the Ordinance may have

a significant effect on the environment. The adoption of the proposed ordinance is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The ordinance is limited to establishing procedures and standards for accessory dwelling units and density bonuses pursuant to State law. Reasonable accommodation procedures established are in compliance with federal and State fair housing laws. No new construction is proposed.

SECTION 12. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable. The City Council of the City of Cypress declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this Ordinance are declared invalid.

SECTION 13. Effective date. This Ordinance shall become effective thirty (30) days from its adoption.

SECTION 14. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the ___ day of _____, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of said City Council held on the 23rd day of May, 2022, by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

_____

CITY CLERK OF THE CITY OF CYPRESS

ZONING ORDINANCE AMENDMENTS – REDLINED VERSION

(~~Strikethrough text~~ represents deleted language while underlined red text represents added language.)

Subsection 2.05.030

TABLE 2-2
ALLOWABLE USES AND PERMIT REQUIREMENTS
FOR RESIDENTIAL ZONING DISTRICTS

Land Use	*Permit Requirement by District*						
	RS-15000	*RS-6000*	*RS-5000*	*RM-15*	*RM-20*	*MHP-20*	*See Section*
Residential							
Accessory Dwelling Units	P	P	P	P	P		3.17.200
~~Granny Units~~	~~C~~	~~C~~	~~C~~	~~—~~	~~—~~	~~—~~	~~6.31.020(G)~~
~~Second Dwelling Units not more than 640 sq. ft.~~	~~P~~	~~P~~	~~P~~	~~—~~	~~—~~	~~—~~	~~3.17.200~~
~~Second Dwelling Units more than 640 sq. ft.~~	~~C~~	~~C~~	—	—	—	—	~~3.17.200~~

Subsection 2.05.050

TABLE 2-4
RESIDENTIAL ZONING DISTRICT PARKING REQUIREMENTS

Residential Uses	*Vehicle Spaces Required*
Residential Land Uses	
Accessory Dwelling Units	See Section 3.17.200(F)(5)
~~Second dwelling units~~	~~1 space per bedroom in addition to the spaces required for the single-family dwelling unit on the site. If the second dwelling unit is conditionally approved pursuant to Section 3.17.200(I), the required parking spaces shall be enclosed.~~

Subsection 3.11.050

TABLE 3.1
ALLOWED PROJECTIONS INTO REQUIRED SETBACK AREAS
RESIDENTIAL ZONING DISTRICTS

Feature	*Front Setback*	*Rear Setback*	*Side Setback*
Architectural adornments such as cornices, eaves, sills, etc.	4 feet	4 feet	Not more than one-half of the required side setback
Balconies (a)	6 feet	6 feet	6 feet
Bay window or similar feature which does not extend the structure's foundation	4 feet	4 feet	Not more than one-half of the required side setback
Canopies, Pop up	Not allowed	Not allowed	Not allowed
Chimneys	4 feet	4 feet	Not more than one-half of the required side setback
Fire escapes	Not allowed	No restriction	No restriction
Canopies, gazebos, patio covers — open	Not allowed	Within 5 feet of the property line. Overhanging and cantilevered roofs and eaves may project to within 2 feet 6 inches from the rear property line.	Within 5 feet of the property line. Overhanging and cantilevered roofs and eaves may project to within 2 feet 6 inches from the side property line.
Pool motors and similar equipment	Not allowed	May be located anywhere within rear setback.	May be located anywhere within side setback. ~~Refer to additional requirements in Subsection 3.17.200 (Second Dwelling Units)~~
Porches	4 feet	4 feet	Not more than one-half of the required side yard setback
Roofs of accessory structures (b)	Not allowed	No closer than 5 feet to the lot line	No closer than 5 feet to the lot line, except for units developed on zero lot line parcels

Notes:

(a) Balconies shall be limited in width to six feet. Second floor decks other than balconies, such as (e.g., sundecks) are prohibited.

(b) Roofs shall be no more than 10 feet in height.

SECTION 12. DENSITY BONUS

3.12.010. Purpose.

The purpose of this section is to provide incentives for the production of affordable housing in accordance with California Government Code Sections 65915-65918 ("State Density Bonus Law").

A. *Purpose.* This section is established in compliance with the provisions of Government Code Section 65915 et seq. to encourage the development of affordable housing for both the rental and for-sale housing markets. The city recognizes that incentives are often necessary to encourage development of affordable housing and to ensure that the housing reflects the high-quality standards of development appropriate for all housing types throughout the city.

B. *Inclusionary housing policy.* Residential development constructed in redevelopment project areas established by the Cypress Redevelopment Agency shall meet the provisions in the inclusionary housing policy adopted by Resolution No. CRA-109 on March 24, 2003, as amended from time to time.

C. *State law.* The provisions of California Government Code Sections 65915-65918 pertaining to density bonuses and other incentives are hereby adopted, as amended from time to time, as part of this subsection.

3.12.020. Definitions.

The definitions found in State Density Bonus Law shall apply to the terms contained in this section.

Affordable payments. Monthly payments for an owner-occupied unit that:

a. Do not exceed thirty (30) percent of the low and/or very low income individual's or family's monthly income; and
b. Include principal and interest on any mortgage, taxes, insurance, and association dues.

Affordable rent.

a. For those units targeted for individuals and families of low income, a monthly rental rate which does not exceed thirty (30) percent of sixty (60) percent of area median income;
b. For those units targeted for individuals and families of very low income, a monthly rental rate which does not exceed thirty (30) percent of fifty (50) percent of area median income.

Affordable units. Units set aside as a condition to granting the density bonus and to be inhabited by individuals and families of low and/or very low income (known collectively as "lower").

Applicant. The owner or developer of real property who proposes to construct a qualified project providing affordable units for low and/or very low-income individuals and families.

Area median income. Income levels adopted in conformance with the United States Housing Act of 1937, 42 USC section 1437 et seq. and adopted by the State of California, Department of Housing and Community Development in title 25, California

Code of Regulations (CCR), Section 6932, which implements Health and Safety Code, section 50093.

Child care facility. A child care facility other than a family day care home, including but not limited to, infant centers, preschools, extended day care facilities, and school age child care centers.

Density. The number of housing units net per acre, unless otherwise stated, for residential uses.

Density bonus. A density increase over the otherwise maximum allowable density for the general plan land use designation and zoning for the site of the proposed development as of the date of application by the applicant to the city. The amount of density bonus to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units meet or exceed the percentages established in California Government CodeSection 65915.

Development standard. A site or construction condition including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an on-site open space requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation.

Elderly individuals. Individuals and families who meet the qualifications of Health and Safety Code, section 50067.

Low-income individuals. Individuals and families with incomes at or below the range established by Health and Safety Code, section 50079.5, and delineated at 25 CCR 6932; and also includes elderly individuals and families as defined in Health and Safety Code, section 50067.

Maximum allowable residential density. The density allowed under the zoning ordinance and land use element of the general plan.

Owner-occupied projects. Qualified projects for which a density bonus has been granted and whose units are designed to be sold to low-income or very low-income individuals or families, as opposed to being rented to low-income or very low-income individuals or families.

Qualified project. Either an owner-occupied project or a rental project for a housing development consisting of five (5) or more units for which the applicant agrees to construct twenty (20) percent or more of the units for occupancy by lower income individuals and families or ten (10) percent of the total units for individuals and families of very low income.

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~~*Rental projects.* Density bonus projects designed to serve individuals and families of low income and/or very low income on a rental basis where rent payments do not exceed one-third of the individual's or family's qualified monthly income.~~

~~*Reserved retained proceeds.* The difference between the market rate resale price of the affordable unit(s) during the restricted period and the amount of the resale price the owner is authorized to retain under the provisions of 3.12.060C.1. and D.1. (Minimum requirements—Owner-occupied units).~~

~~*Section 8.* Section 8 of the United States Housing Act of 1937, as amended, now codified at 42 U.S.C. Section 1437 et seq.~~

~~*Very low income individuals.* Individuals and families with incomes at or below the range established by Health and Safety Code, section 50105, and delineated at 25 CCR 6932.~~

3.12.030. Applicability.

This section applies to a "housing development", as defined in Government Code Section 65915(i), or an "eligible housing development", as defined in Government Code Section 65917.2, when an applicant proposes a density increase above the maximum allowable density and/or other regulatory incentives and concessions in exchange for reserving a portion of the units for lower-income, moderate-income, or senior households, as provided in this section and State Density Bonus Law.

3.12.040. Application Requirements

A. *Required submittals.* In addition to the application filing requirements established in Section 18 (Applications, Processing, and Fees), the following information shall be provided by the applicant on a form supplied by the Community Development Department:

1. How the proposed project will satisfy the eligibility requirements of Government Code Section 65915 or 65917.2.

2. The requested density bonus pursuant to subsection 3.12.050 (Density Bonus).

3. Any incentives and concessions that are sought under Government Code Section 65915(d). The applicant shall provide reasonable documentation to show that any requested incentive or concession will result in identifiable and actual cost reductions to provide for affordable housing costs or rents.

4. Any waivers and reductions that are sought under Government Code Section 65915(e). The applicant shall provide reasonable documentation that the development standard(s) for which the waiver is requested will have the effect of physically precluding the development at the densities or with the concessions or incentives permitted by State Density Bonus Law.

5. Any requested parking reductions sought under Government Code Section 65915(p).

6. Documentation of how the project will comply with Government Code Section 65915(c)(3) pertaining to replacement units.

B. *Fee.* Payment of a fee in an amount set by resolution of the City Council, pursuant to Section 18 of the Cypress Zoning Ordinance.

C. *Concurrent review.* Density bonus requests shall be filed concurrently with the other planning permit application(s) required for the development. The density bonus request shall be processed concurrently with the underlying planning permit or entitlement for the project.

3.12.050. Density Bonus.

A. *Calculation.* Density bonuses shall be calculated as set forth in Government Code Section 65915 and 65917.2.

1. In determining the total number of units to be granted, each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number.

2. When calculating the number of affordable units needed for a given density bonus, any fractions of affordable units shall be rounded up to the next whole number.

3. The density bonus units shall not be included in determining the number of affordable units required to qualify a housing development for a density bonus pursuant to State Density Bonus Law.

B. Each housing development is entitled to only one density bonus. If a housing development qualifies for a density bonus under more than one income category or additionally as senior housing or housing intended to serve transitional foster youth, disabled veterans, or homeless persons, or other category qualifying for a density bonus under the State Density Bonus Law, the applicant shall select the category under which the density bonus is granted.

C. The applicant may elect to receive a density bonus that is less than the development is entitled to under State Density Bonus Law, including a density bonus of zero. In such cases, the applicant retains their entitlement to incentives, concessions, and parking reductions as provided in State Density Bonus Law.

3.12.060. Incentives and Concessions.

A. The applicant may request up to the number of incentives and concessions for which the project is entitled pursuant to Government Code Section 65915(d)(2).

B. The City shall grant requested incentives and concessions unless a specified finding is made as set forth in Government Code Section 65915(d)(1). However, the City is not required to deny a proposed incentive or concession solely because it can make a finding under Government Code Section 65915(d)(1).

3.12.070. Waivers and Reductions.

A. An applicant may submit to the City a proposal for waivers and reductions of development standards that physically prevent construction of a housing development and density bonus units meeting the criteria of Government Code Section 65915(b).

B. The City may deny waivers and reductions for the reasons set forth in Government Code Section 65915(e)(1).

3.12.080. Affordable Housing Requirements

A. *Maximum affordable housing costs.* The maximum total housing costs paid by a qualifying household, adjusted for household size appropriate for the unit, shall be pursuant to Health and Safety Code Sections 50052.5 and 50053.

B. *Term of affordability.* The term of affordability for affordable units shall be at least the period of time required by Government Code Section 65915(c).

C. *Sale and resale of owner-occupied units.* Sale and resale of owner-occupied units is subject to the requirements of Government Code Section 65915(c)(2).

D. *Development Standards.*

1. All affordable units shall be reasonably dispersed throughout the housing development.

2. Affordable units shall be made available for occupancy concurrently with or prior to the market rate units in the development. In the event the City approves a phased project, the affordable units shall be provided proportionately within each phase.

3. Affordable units shall be comparable with the market rate units in terms of design, construction quality, exterior appearance, exterior finished quality, and size.

4. The bedroom mix of the affordable units shall be equivalent to the bedroom mix of the market rate units of the development, unless otherwise approved by the City.

5. *Comparable amenities.* Residents of affordable units shall have equal access to project amenities available to other residents, including, but not limited to, access to recreational, parking, and storage facilities and interior amenities such as microwaves and dishwashers.

6. *Parking*. Unless the City's adopted parking standards will result in fewer parking spaces, the applicant may request a reduction in parking standards pursuant to Government Code Section 65915(p).

3.12.090. Affordable Housing Agreement and Senior Housing Agreement.

A. *Affordable Housing Agreement.* Applicants that have been conditionally granted a density bonus, incentives and concessions, and/or waivers for the provision of affordable housing shall enter into an Affordable Housing Agreement with the City in a form approved by the City Attorney. The Affordable Housing Agreement shall, at a minimum, include the following:

1. The total number of units and the number of units that will be made affordable;

2. The size, bedroom count, and location of each affordable unit;

3. The income levels of the affordable units and an acknowledgement that the City will verify tenant and home buyer incomes to maintain the affordability of the units;

4. The term of affordability for the units, which shall not be less than the period of time required by Government Code Section 65915;

5. The approved density bonus, incentives, concessions, waivers, and/or parking reductions, if any;

6. Schedule of development for all units; and

7. An affirmative fair marketing plan that is approved by the City to ensure advertising of the availability of the affordable units to a wide spectrum of City residents.

B. *Senior Housing Agreement.* Applicants that have been conditionally granted a density bonus, incentives and concessions, and/or waiver for the provision of market rate senior housing shall enter into a Senior Housing Agreement with the City in a form approved by the City Attorney. The Senior Housing Agreement shall require the development to operate as a senior citizen housing development pursuant to Government Code Section 65915(b)(1)(C). The Senior Housing Agreement shall also include the following:

1. Approved density bonus, incentives, concessions, waivers, and/or parking reductions, if any; and

2. Schedule of development for all units.

C. *Recordation.* The executed Affordable Housing Agreement or Senior Housing Agreement shall be recorded against the housing development prior to final map approval or, where a map is not being processed, prior to the issuance of building permits. The Affordable Housing Agreement or Senior Housing Agreement shall bind all future owners and successors in interest for the term of years specified therein.

3.12.100. Enforcement and Monitoring.

A. The provisions of this section shall apply to all developers and their agents, successors, and assigns proposing a housing development governed by this section. No building permit or certificate of occupancy shall be issued, nor any entitlement granted, for a project receiving a density bonus, incentive, concession, or waiver until it meets the requirements of this section.

B. The director shall establish administration regulations which contain guidelines and procedures for the effective implementation of this section. The administrative regulations may include fees for monitoring, reports, transactions, and other administrative activities to the extent allowable by State Density Bonus Law. All fees shall be approved by the City Council in an amount set by resolution, pursuant to Section 18 of the Cypress Zoning Ordinance.

C. All affordable units shall be rented or owned in accordance with this section and the administrative guidelines. Any individual who sells or rents an affordable unit in violation of the provisions of this section shall be required to forfeit all monetary amounts so obtained.

D. The City Attorney shall be authorized to enforce the provisions of this section and all Affordable Housing Agreements, Senior Housing Agreements, covenants, resale restrictions, promissory notes, deeds of trust, and other requirements placed on affordable units by civil action and any other proceeding or method permitted by law.

3.12.110. Interpretation.

If any portion of this subsection conflicts with State Density Bonus Law or other applicable state law, state law shall supersede this section. Any ambiguities in this section shall be interpreted to be consistent with State Density Bonus Law.

~~**3.12.030. Participation requirements.**~~

~~A. *Minimum number of units.* Only housing developments consisting of five or more housing units shall be eligible for a density bonus in compliance with the provisions of this section 12.~~

~~B. *Pre-application and application process.*~~

1. *Pre-application process.* Before the submittal of a formal application for a density bonus, the applicant shall complete and submit a pre-application consistent with the requirements of the Department. A pre-application conference shall be conducted with the Director or his designee for the purpose of reviewing the provisions of this Section 12 and discussing the incentives or concessions that may be applied to the proposed project.

2. *Written notification of process for project's qualification to receive density bonus.* Within ninety (90) days after receipt of the pre-application, the department shall notify the applicant in writing of the procedures under which the application shall comply with the provisions of this section 12 and Government Code section 65915 et seq. Included within that determination, which shall be approved by the Planning Agency, shall be the method of compliance to be utilized for this project, including the incentive and/or concession outlined in subsection 3.12.040A. (City incentives to encourage participation—Incentives and concessions).

3. *Application process.* Following receipt of the notice of the department described in subparagraph 2 above, the applicant may submit a formal application consistent with the requirements of section 18 (Applications, Processing, and Fees).

4. *Waiver of standards if project not economically feasible.* If the applicant believes that a waiver or modification of applicable development and zoning standards is necessary to make the project economically feasible, the applicant shall bear the burden of showing that a waiver or modification is necessary.

3.12.040. City incentives to encourage participation.

A. *Incentives and concessions.* In addition to granting the density bonus for a qualifying project in compliance with this section, the city shall grant one (1) to three (3) incentive(s) or concession(s) for each project, depending on the percentages of affordable units that the developer provides as set forth in Government Code Section 65915, subsection (d), as follows:

1. *Incentives.* Incentives shall include:
   a. Subsidized development fees;
   b. Mixed-use zoning (combination of housing with commercial, office, industrial, or other land uses which will reduce the cost of the housing development);
   c. Waiver of certain development fees; and
   d. Direct financial participation by the city.

2. *Concessions.* Concessions shall include:
   a. Increases in parcel coverage;
   b. Decreases in minimum parcel size allowed for development;
   c. Reduction in side setbacks;
   d. Reduction in rear setbacks;

e. Coordination of placement and responsibilities for public works improvements;
f. Reduction in local building standards to those minimums approved by the state;
g. Reduction in the number of required off-street parking spaces; or
h. Waiver of certain fee or dedication requirements.

B. *Additional density bonus.* An applicant shall be eligible for an increased density bonus for a housing development that includes a donation of land and/or a child care facility, subject to the conditions and provisions set forth in Government Code Section 65915, subsections (g) and (h), respectively.

C. *Vehicle parking ratio.* In accordance with Government Code Section 65915, subsection (p), the following minimum vehicle parking ratios shall be applied to qualifying density bonus projects. Upon the request of the developer, the city shall allow the following vehicle parking ratios, inclusive of handicapped and guest parking, of a development meeting the criteria for a density bonus as set forth in this ordinance:
1. Zero (0) to one (1) bedroom: One (1) onsite parking space.
2. Two (2) to three (3) bedrooms: Two (2) onsite parking stalls.
3. Four (4) or more bedrooms: Two and one half (2½) parking spaces.
4. A density bonus development may provide onsite parking through tandem parking or uncovered parking, but not through on-street parking.
5. An applicant may request parking incentives or concessions beyond those provided in this subsection.

3.12.050. Minimum requirements—Rental units.

A. *Number of affordable units.* An applicant may request a density bonus whenever an applicant agrees to construct a rental project that will contain one (1) of the following:

1. Ten (10) percent or more of the units set aside for occupancy by lower income individuals and families; or
2. Five (5) percent or more of the units set aside for occupancy by very low income individuals and families; or
3. A senior citizen housing development as defined in Civil Code Sections 51.3 and 51.12, or mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code.

B. *Standards and limitations.* A request for a density bonus shall be granted subject to the following standards and limitations.

1. *Eligibility requirements.* The proposed project qualifies under the applicable definitions outlined in subsection 3.12.020 (Definitions), above.
2. *Number of bonuses, incentives, or concessions.* The applicant is eligible for both a density bonus and at least one additional incentive or concession.

3. *Type of bonuses, incentives, or concessions.* The additional incentive or concession shall be from the list provided in subsection 3.12.040A. (City incentives to encourage participation—Incentives and concessions), above.
4. *Written density bonus agreement.* The applicant shall enter into and execute a written density bonus agreement with the city before the issuance of any building permits. This density bonus agreement shall specifically outline the terms of the density bonus and shall identify any additional incentive or concession provided.
5. *Time periods for affordability restrictions.* Units set aside for lower income individuals and families (the affordable units) shall be affordable at affordable rents as defined in subsection 3.12.020 (Definitions—Affordable rent) for a period of at least thirty (30) years.
6. *Thirty-year or longer time period for affordability restrictions when direct government financial assistance.* Units constructed as a rental project to serve individuals and families of low and/or very low income for which the rental project receives direct financial assistance from the federal or state government or from the city redevelopment agency, or housing authority, including local construction or mortgage financing assistance, mortgage insurance, rent subsidies, reduced cost realty, or similar financial participations, shall be reserved for a period of thirty (30) years. A longer period of time may be established if required by the construction or mortgage financing assistance program, mortgage insurance program, rental subsidy program, or applicable redevelopment law.
7. *Affordable units comparable in quality to entire project.* Units financed under section 1472 and 1490(a) of Title 42 of the United States Code shall be subject to the applicable restrictions of that title. The applicant shall ensure, and the city shall review for compliance, that the units designated for lower income individuals and families contain a bedroom mix representative of the entire development and contain comparable quality amenities representative of the entire project. In no instance shall the applicant be entitled to downgrade the affordable units or to make them of lesser quality or in any way prejudice or stigmatize the designated unit and/or its residents.
8. *Liquidated damages provision required in density bonus agreement.* The recorded covenants for the rental project shall provide for liquidated damages to be paid to the city, or any housing authority acting on the city's behalf, in the event of a breach of the terms of the density bonus agreement required under this section. The liquidated damages shall be outlined in the agreement, determined in advance by the city, and shall relate directly to the anticipated costs of providing replacement affordable units for the balance of the term of the density bonus agreement required in compliance with this section 12.
9. *Participation in Orange County Single-Family Revenue Bond Program.* The applicant may participate in the County of Orange Single-family Revenue Bond Program and shall conform to the criteria established by the bond program requiring affordability for lower income or very low income individuals and families. However, the applicant shall also be required to meet the standards, requirements, conditions, and terms of the density bonus program and this section 12 established by the city. In the event of conflict between the terms and conditions of the county program and this section, the conflict shall be resolved

in, and governed by, the density bonus agreement between the city and the applicant.

C. *Right of Planning Agency to disapprove additional incentive or concession.* After evaluating any additional incentive or concession that could result in the rental project being produced at the reduced cost, the planning agency may make a written finding that the additional incentive or concession is not required in order for rents for the affordable units to qualify as affordable in compliance with subsection 3.12.020 (Definitions—Affordable rent) above.

3.12.060. Minimum requirements—Owner-occupied units.

A. *Number of affordable units.* An applicant may request a density bonus whenever an applicant agrees to construct a rental project that will contain one (1) of the following:

1. Ten (10) percent or more of the units set aside for occupancy by lower income individuals and families; or
2. Five (5) percent or more of the units set aside for occupancy by very low income individuals and families; or
3. A senior citizen housing development as defined in Civil Code Sections 51.3 and 51.12, or mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code.
4. Ten (10) percent of the total dwelling units in a common interest development as defined in Section 1351 of the Civil Code for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase.

B. *Standards and limitations.* A request for a density bonus shall be granted subject to the following standards and limitations.

1. *Eligibility requirements.* The proposed project qualifies under the applicable definitions outlined in subsection 3.12.020 (Definitions), above.
2. *Number of bonuses, incentives, or concessions.* The applicant is eligible for both a density bonus and at least one additional incentive or concession.
3. *Type of bonuses, incentives, or concessions.* The additional incentive or concession shall be from the list provided in subsection 3.12.040A. (Incentives and concessions) above.
4. *Written density bonus agreement.* No application for a development project that includes an owner-occupied density bonus unit shall be complete unless and until the applicant has entered into and executed a written density bonus agreement provided to the applicant by the city. This density bonus agreement shall specifically outline the terms of the density bonus and identify any additional incentive or concession provided. Applicants seeking to utilize the "affordability plan" option provided in subsection 3.12.060C. (Determination of initial selling price) shall submit an "affordability plan" concurrently with the filing of the application for the development project.

5. *Time periods for affordability restrictions.* Units set aside for lower income individuals and families (the affordable units) shall be affordable at affordable rents as defined in subsection 3.12.020 (Definitions—Affordable rent) for a period of at least thirty (30) years.
6. *Thirty-year or longer time period for affordability restrictions when direct government financial assistance.* Units constructed as an owner-occupied project for which the owner-occupied project receives direct financial assistance from the federal or state government or from the city redevelopment agency, or housing authority, including local construction or mortgage financing assistance, mortgage insurance, rent subsidies, reduced cost realty, or similar financial participations shall be reserved for a period of thirty (30) years. A longer period of time may be established if required by the construction or mortgage financing assistance program, mortgage insurance program, rental subsidy program, or applicable redevelopment law.
7. *Affordable units comparable in quality to entire project.* Units financed under section 1472 and 1490(a) of title 42 of the United States Code shall be subject to the applicable restrictions of that title. The applicant shall ensure, and the city shall review for compliance, that the units designated for lower income individuals and families contain a bedroom mix representative of the entire development and contain comparable quality amenities representative of the entire project. In no instance shall the applicant be entitled to downgrade the affordable units or to make them of lesser quality or in any way prejudice or stigmatize the unit and/or its residents.
8. *Liquidated damages provision required in density bonus agreement.* The recorded covenants for the owner-occupied project shall provide for liquidated damages to be paid to the city, or any housing authority, acting on the city's behalf, in the event of a breach of the terms of the agreement required under this section. The liquidated damages shall be outlined in the density bonus agreement, determined in advance by the city, and relate directly to the anticipated costs of providing replacement affordable units for the balance of the term of the density bonus agreement required in compliance with this section 12.
9. *Participation in Orange County Single-Family Revenue Bond Program.* The applicant may participate in the County of Orange Single-family Revenue Bond Program and shall conform to the criteria established by the bond program requiring affordability of lower income or very low-income individuals and families. However, the applicant shall also be required to meet the standards, requirements, conditions, and terms of the density bonus program and this section established by the city. In the event of conflict between the terms and conditions of the county program and this section 12, the conflict shall be resolved in, and governed by, the density bonus agreement between the city and the applicant.

C. *Determination of initial selling price.* The initial selling price of the affordable unit(s) shall be based upon one of the following mechanisms:
1. Maximum total unit price capped at three (3) times income and monthly payments capped at thirty (30) percent of income. The total unit price for a

qualified affordable unit shall not be more than three (3) times the income of the low and/or very low income individuals or families purchasing an affordable unit. The monthly payments including principal, interest, taxes, insurance, and association dues, if any, shall not exceed thirty (30) percent of the income of the low or lower income individuals or families buying the unit(s) based on a fully amortized thirty-year fixed rate mortgage or a thirty-year variable rate mortgage with monthly payments that cannot increase more than seven and one-half (7 1/2) percent per year. With the variable rate mortgage and allowed increases, the total monthly payments shall not exceed thirty (30) percent of the monthly income of the low or lower income individuals or families purchasing the unit(s). Down payment requirements shall not exceed that customarily required in the lending industry for units selling at a comparable price.

2. *Council-approved affordability plan.* The total unit price for the affordable unit(s) may be based on an "affordability plan" submitted by the applicant with the application for a density bonus. An "affordability plan" shall demonstrate to the satisfaction of the Director that the affordable unit(s) sold under the affordability plan will be affordable to individuals and families of low and lower income. Utilization of the affordability plan shall only be available to an applicant if the plan is specifically approved by the planning agency at the time the planning agency approves the project.
3. *Pricing mechanism in absence of request for affordability plan or approval of affordability plan.* The failure of the planning agency to approve or the applicant to request or submit an affordability plan at the time the application for the project is complete or deemed complete shall mean the pricing mechanism outlined in subparagraph B.1. above controls.

D. *Resale of affordable units—Ten-year period.* Refer to the resale requirements for thirty-year period, as described in the following subsection E.

E. *Resale of affordable units—Thirty-year period.* The city shall enforce an equity-sharing agreement, unless it is in conflict with the requirements of another public funding source or law. The following shall apply to the equity-sharing agreement:

1. The city's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any downpayment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.
2. Upon resale, the seller of the unit shall retain the value of any improvements, the downpayment, and the seller's proportionate share of appreciation. The city shall recapture any initial subsidy, as defined in subparagraph 2. herein, and its proportionate share of appreciation, as defined in subparagraph 3. herein, which amount shall be used within five (5) years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote home ownership.

3. The city's proportionate share of appreciation shall be equal to the ratio of the city's initial subsidy to the fair market value of the home at the time of initial sale.
4. Lien for performance of affordability requirements. The reserved retained proceeds shall constitute the city's security for performance of the affordability requirements and shall be in the nature of a lien on the affordable unit(s). The lien shall be released by the payment to the city by the property owner of the reserved retained proceeds or by the termination of the period during which the affordable unit(s) is/are to remain affordable.

F. *Right of planning agency to disapprove additional incentive or concession.* In accordance with the provisions set forth in Government Code Section 65915, subsections (d) and (e), the city shall not be required to grant an incentive or concession that would have a specific adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5 of the Government Code, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

3.12.070. Rental or leasing of affordable owner-occupied units unlawful.

It shall be unlawful and an infraction, subject to punishment in compliance with section 1-7(b) and (c) (General penalty; continuing violations) of the Municipal Code, for the owner(s) of an owner-occupied affordable unit subject to the provisions of this section to rent, lease, sublease, sublet, subrent, hire-out, let, underlease, underrent, or otherwise let for consideration the unit. This restriction shall not prohibit owner-occupant(s) from having roommates as paying tenants of the unit, so long as the owner-occupant(s) reside(s) at the unit.

Subsection 3.17.020(B)

B. *Accessory structures used for living purposes*. An accessory structure used for living purposes shall meet the requirements of subsection 3.17.200 (~~Second~~ Accessory dwelling units).

Subsection 3.17.200

3.17.200. ~~Second~~ Accessory dwelling units.

A. *Purpose.* The purpose of this subsection is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Government Code Sections 65852.2 and 65852.22.

B. *Effect of conforming.* An ADU or JADU that conforms to the provisions of this subsection shall:

1. Be deemed an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located;

2. Be deemed a residential use that is consistent with the existing general plan and zoning designation for the lot upon which it is located; and

3. Not be considered in the application of any local ordinance, policy, or program to limit residential growth.

C. *Application and review procedures.*

1. *Review.* Applications for ADUs or JADUs shall be considered ministerially through the plan check process. The director or their designee shall consider and approve or disapprove a complete application for an ADU or JADU within 60 days from the date the City receives a complete application. Review is limited to whether the proposed ADU or JADU complies with the requirements of this subsection. If the application to create an ADU or JADU is submitted concurrently with an application to create a new single-family dwelling on the lot, the director may delay acting upon the application for the ADU or JADU until the City acts on the application to create the new single-family dwelling.

2. *Nonconformities.* The correction of nonconforming zoning conditions shall not be required for the creation of an ADU or JADU.

D. *Locations permitted.*

1. ADUs conforming to the provisions of this subsection may be located on any lot in the City that is zoned to allow single-family or multi-family residential uses and that includes a proposed or existing legally developed single-family or an existing legally developed two-family or multi-family dwelling.

2. JADUs conforming to the provisions of this subsection may be located within a proposed or existing legally developed single-family dwelling on any lot in the City that is zoned to allow single-family residential uses.

3. ADUs and JADUs shall not be permitted on any parcel that has obtained a permit for a two-unit development and urban lot split pursuant to Government Code Sections 65852.21 and 66411.7.

E. *Number of ADUs and JADUs permitted.*

1. *Single-family lots.* No more than one (1) ADU and one (1) JADU is permitted on a lot developed or proposed to be developed with a single-family dwelling.

2. *Multi-family lots.* A lot developed with a two-family or multi-family dwelling shall be permitted either:

a. No more than two (2) detached ADUs; or

b. Up to twenty-five (25) percent of the number of existing multi-family dwelling units within existing multi-family or two-family dwelling structures. The ADUs must be converted from portions of the existing multi-family dwelling structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. For the purposes of calculating the number of allowable ADUs, the following shall apply:

i. Fractions shall be rounded down to the next lower whole number of dwelling units, except that at least one (1) ADU shall be allowed.

ii. Previously approved ADUs shall not count towards the existing number of multi-family dwelling units.

F. *Development standards.* Except as modified by this subsection, ADUs and/or JADUs shall conform to the development standards applicable to the lot on which it is located as set forth in the Cypress Zoning Ordinance and/or in an applicable specific plan.

1. *Lot area.* There shall be no minimum lot area required in order to establish an ADU or JADU.

2. *Unit size.*

a. *ADUs.*

i. No ADU shall exceed 1,200 square feet in size.

ii. An attached ADU that is created on a lot with an existing or proposed single-family dwelling is further limited to fifty (50) percent of the floor area of the existing or proposed primary dwelling.

iii. An ADU constructed solely through the conversion of an existing building or structure or in the same location and same dimensions as an existing structure shall be limited in size to the existing square footage of the building or structure converted or replaced, except that an expansion of not more than 150 square feet is permitted to accommodate ingress and egress to the ADU only.

iv. The application of requirements related to lot coverage, floor area ratio, or open space may further limit the size of an ADU; however, in no case shall the application of such requirements limit the size of an ADU to less than 800 square feet.

b. *JADUs*. No JADU shall exceed 500 square feet in size.

c. *Minimum size.* The minimum size of an ADU or JADU shall be at least that of an efficiency unit, as defined in Health and Safety Code Section 17958.1.

3. *Setbacks.*

a. Minimum setbacks of no less than four (4) feet from the side and rear property lines are required for newly constructed ADUs.

b. The minimum setback from the front property line shall be the same setback requirement that applies to the primary dwelling.

c. For conversion of an existing building or structure or replacement in the same location and same dimensions as an existing structure, no additional setback is required beyond the existing setback, provided it is sufficient for fire and safety.

4. *Height*.

a. Newly constructed ADUs shall not exceed one (1) story and a height of sixteen (16) feet.

b. ADUs and JADUs converted from an existing building or structure shall not exceed the height of the existing structure.

5. *Parking*.

a. *ADUs*. A minimum of one (1) parking space shall be provided for each ADU unless they are not required pursuant to paragraph (5.b) below. The required parking space may be permitted in setback areas or through tandem parking on a driveway.

b. *Exceptions*. Off-street parking for the ADU is not required in the following instances:

i. The ADU is a studio;

ii. The ADU is located within one-half (1/2) mile walking distance of public transit, as that term is defined in Government Code Section 65852.2; or

iii. When parking for the ADU is not required pursuant to Government Code Section 65852.2 (d).

c. *JADUs*. No parking shall be required for JADUs.

d. *No Replacement*. When a garage, carport, or covered parking structure is converted or demolished in conjunction with the construction of an ADU or JADU, those off-street parking spaces are not required to be replaced.

6. *Kitchens*.

a. *ADUs*. ADUs shall have a kitchen, as required by the Building Code, which shall include a kitchen sink, cooking device, refrigeration, food preparation counter, and storage cabinets.

b. *JADUs*. JADUs shall include an efficiency kitchen, including a cooking facility with appliances, and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

7. *Design*. Exterior finished materials on the ADU or JADU shall match the exterior finished materials for the primary dwelling unit.

8. *Fire sprinklers.* Fire sprinklers are required in an ADU only if sprinklers are required in the primary residence.

9. *Exterior access.* An attached or converted ADU or JADU on a single-family lot must have independent exterior access that is separate from the access to the proposed or existing primary dwelling.

10. *Passageway*. No passageway shall be required in conjunction with the construction of an ADU and/or JADU. For the purposes of this chapter, "passageway" shall mean a pathway that is unobstructed, clear to the sky, and extends from the right-of-way to one (1) entrance of the ADU and/or JADU.

11. *Utilities*.

a. *ADUs.* An ADU may be served by the same water, sewer, and other utility connections serving the primary dwelling on the property, and the installation of a new or separate utility connection directly between an ADU and a utility is not required. However, separate utility connections and meters for ADUs may be installed at the property owner's option, when permitted by the utility provider, and subject to the payment of all applicable fees.

b. *JADUs.* A JADU shall be served by the same water, sewer, and other utility connections serving the primary dwelling in which it is located, and no separate utility meters shall be permitted for a JADU.

G. *Other requirements.*

1. *No separate conveyance.* Except as otherwise provided in Government Code Section 65852.26 or by other applicable laws, an ADU or JADU may be rented

separate from the primary residence(s), but may not be sold or otherwise conveyed separate from the primary residence(s). A lot shall not be subdivided in any manner which would authorize such separate sale or ownership.

2. *Short-term rental prohibited.* Rental of an ADU or JADU for a term of thirty (30) days or less is prohibited.

3. *Owner occupancy requirements.*

   a. *ADUs.*

      i. For any ADU created on or after January 1, 2020, but before January 1, 2025, owner occupancy of the primary dwelling or ADU is not required.

      ii. For all ADUs created on or after January 1, 2025, an owner of record of the lot upon which the ADU is located must occupy either the primary dwelling or ADU as their principal residence.

   b. *JADUs.* An owner of record of the lot upon which a JADU is located must occupy either the JADU or the remaining portion of the primary single-family dwelling as their principal residence. However, the owner occupancy requirement does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

4. *Deed restriction.* Prior to issuance of a building permit for an ADU or JADU, a deed restriction shall be recorded against the title of the property in the county recorder's office and a copy filed with the Community Development Department. The deed restriction shall run with the land and bind all future owners. The form of the deed restriction will be provided by the City and shall include the following:

   a. The ADU or JADU may not be sold separately from the primary dwelling(s).

   b. The ADU or JADU is restricted to the approved size and to other attributes allowed by this subsection, including owner occupancy restrictions and the prohibition on short-term rental.

   c. The deed restriction runs with the land and may be enforced against future property owners.

   d. The deed restriction may not be modified or terminated without the prior written consent of the director.

   e. The deed restriction is enforceable by the director or their designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but

not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

5. *Impact fees.*

   a. No impact fee is required for an ADU that is less than seven hundred fifty (750) square feet in size.

   b. Any impact fee that is required for an ADU that is seven hundred fifty (750) square feet or greater in size shall be charged proportionately in relation to the square footage of the primary dwelling unit (e.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling).

   c. For purposes of this section, "impact fee" does not include any connection fee or capacity charge for water or sewer service.

~~This subsection provides standards for the establishment of second dwelling units.~~

~~A. *State law.* A second dwelling unit may be constructed on a parcel that is zoned for single-family housing in compliance with Government Code §§ 65852.1 and 65852.2, and shall not exceed the allowable density for the parcel upon which the second dwelling unit is located and shall be considered a residential use that is consistent with the existing general plan and zoning designation for the parcel.~~

~~B. *Zoning clearance required.* Second dwelling units shall require zoning clearance approval (subsection 4.19.020) to ensure compliance with the requirements of this Code. In addition, a CUP is required for any second dwelling unit approved pursuant to subsection (i), below.~~

~~C. *Site requirements.* A parcel proposed for a second dwelling unit shall comply with all the following requirements:~~

~~1. The second dwelling unit may be within, attached to, or detached from the primary dwelling unit. If detached, the second dwelling unit shall be separated from the primary dwelling unit a minimum of ten (10) feet and shall comply with all setback requirements for the primary structure and all applicable UBC requirements;~~

~~2. The second dwelling unit shall conform to the height, setback, parcel coverage, and all other development standards applicable to the construction of the primary unit in the zoning district in which the unit is proposed to be located;~~

~~3. A legal, conforming, primary dwelling unit shall exist on the parcel;~~

~~4. Building code violations existing in the primary dwelling unit shall be corrected to the satisfaction of the building official before the issuance of any building permit and a zoning clearance for the second dwelling unit.~~

~~D. *Ownership and residency requirements.*~~

~~1. The applicant shall be the owner of the primary unit and shall occupy either the primary unit or the second dwelling unit; and~~

2. The property owner shall record a covenant declaring that the owner of the primary residence shall occupy one of the units and prohibiting the rental of both units simultaneously. The covenant shall expressly state that it is binding on all future owners of the property. Should the property owner fail to comply with the terms of the covenant, in the city's discretion, the city may require the property owner to:
   a. Remove the second dwelling unit; or
   b. Retrofit the second dwelling unit. For the purposes of this section, "retrofit" shall mean removal of certain facilities (i.e. kitchen or other cooking facilities) or other modifications specified by the director.

A copy of the recorded covenant shall be filed with the department prior to issuance of a certificate of occupancy for the second dwelling unit.

E. *Independent sale prohibited.* The second dwelling unit shall not be sold independently of the primary dwelling unit on the parcel, nor shall the original parcel or original section thereof be subdivided.

F. *Utility connections.* The second dwelling unit shall not be on separate meters for gas, electric, water service, or any other utility.

G. *Parking.* One additional parking space per bedroom in the second dwelling unit is required. If the second swelling unit is being approved pursuant to subsection I., below, the required parking must be enclosed.

H. *Design standards for a second dwelling unit not more than six hundred forty (640) square feet.* A second dwelling unit that is approved pursuant to this subsection shall:
   1. Contain no less than two hundred twenty (220) gross square feet and no more than six hundred forty (640) gross square feet of living area;
   2. Not contain more than one bedroom;
   3. Be architecturally compatible with the primary unit on the same parcel or with the predominant architecture of the area; and
   4. Have a primary entrance that is clearly subordinate to that of the primary dwelling.

I. *Design standards for a second dwelling unit more than six hundred forty (640) square feet.* A second dwelling unit that is approved pursuant to this subsection shall be:
   1. Larger than six hundred forty (640) gross square feet of living area, but less than thirty (30) percent of the existing living area in the primary residence;
   2. Architecturally compatible with the primary unit on the same parcel or with the predominant architecture of the area; and
   3. The primary entrance to the second dwelling unit shall be clearly subordinate to that of the primary dwelling.

Subsection 4.19.100

4.19.100. Reasonable Accommodation.

D. *Purpose of subsection.* The purpose of this subsection is to provide a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the federal Fair Housing Act and the California Fair Employment and Housing Act (collectively, the "Fair Housing Laws") in the application of zoning laws, building codes, and other land use regulations, policies, and procedures.

E. *Applicability.*

1. A request for reasonable accommodation may be made by any person with a disability, their representative, or a developer or provider of housing for the disabled, when the application of a zoning law, building code provision, or other land use regulation, policy, or practice denies a person equal access to housing opportunities. A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment, or anyone who has a record of such impairment, as those terms are defined in the Fair Housing Laws.

2. A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development, and/or use of housing or housing related facilities that that is necessary to afford an individual with a disability an equal opportunity to housing. Requests for reasonable accommodation shall be made in the manner prescribed by this subsection and shall be approved only for the benefit of one or more individuals with a disability.

3. Where the improvements or modifications approved through a reasonable accommodation would generally require a variance, a variance shall not be required.

F. *Application Requirements.*

1. *Required submittals.* In addition to the application filing requirements established in Section 18 (Applications, Processing, and Fees), the following information shall be provided by the applicant on a form supplied by the Community Development Department:

   a. Documentation that the applicant is an individual with a disability, applying on behalf of one or more individuals with a disability, or a developer or provider of housing for one or more individuals with a disability. Documentation may include a letter from a medical doctor or other licensed healthcare professional, a disabled license, or any other appropriate evidence;

   b. The specific code section, regulation, policy or practice from which relief is sought and an explanation of why it is preventing, or will prevent, the use and enjoyment of the subject property by one or more individuals with a disability;

c. The specific exception or modification requested and an explanation of why it is necessary to provide one or more individuals with a disability equal access to housing;

d. Verification that the property is or will be the primary residence of the individual(s) for whom the reasonable accommodation is requested; and

e. Any other information that the director reasonably concludes is necessary to make the findings required by this subsection, consistent with Fair Housing Laws.

2. *Other discretionary permits.* If the project for which the request for reasonable accommodation is being made also requires some other discretionary approval, then the applicant shall file the application submittal information together with the application for discretionary approval for concurrent review.

3. *Fee.* No fee shall be required for a request for reasonable accommodation, but if the project requires another permit, then the prescribed fee shall be paid for all other permits.

G. *Authority.*

1. *Director.* Requests for reasonable accommodation shall be reviewed by the director, or designee, unless another discretionary approval is sought for which the City Council is the reviewing authority.

2. *City Council.* Requests for reasonable accommodation shall be reviewed by the City Council when they are submitted for concurrent review with another discretionary land use application for which the City Council is the reviewing authority.

H. *Proceedings.*

1. *Director's action.* For requests reviewed by the director, the director shall issue a written determination within 30 days of the date of receipt of a complete application.

2. *City Council action.* For requests reviewed by the City Council, the processing procedures of the discretionary land use permit shall govern the joint processing of both the request for reasonable accommodation and the discretionary land use permit.

3. The reviewing authority's written decision shall set forth the findings in accordance with paragraph F (Findings), any conditions of approval, and notice of the right to appeal, if applicable.

4. *Conditions of approval.* The reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation complies with the findings required by this subsection.

5. *Alternative reasonable accommodations.* The reviewing authority may approve alternative reasonable accommodations that provide an equivalent level of benefit to the individual(s) with disabilities.

6. *Appeals.* If the director does not grant the reasonable accommodation request, or if the applicant disagrees with any conditions imposed on the granting of the reasonable accommodation, the applicant may file an appeal to the City Council in compliance with Section 27 (Appeals) including that the appeal be submitted in writing before 5:00 p.m. of the fourteenth (14th) day following the date the decision was rendered by the director. Decisions on reasonable accommodation requests made by the City Council are final.

7. A reasonable accommodation is granted to an individual(s) and shall not run with the land. If the persons for which the accommodation were granted vacate the residence, the reasonable accommodation shall remain in effect only if the director determines that:

    a. The modification is physically integrated on the property and cannot feasibly be removed or altered; or

    b. The accommodation is necessary to give another disabled individual an equal opportunity to enjoy the dwelling. The director may request the applicant or their successor in interest to the property to provide documentation that subsequent occupants are persons with disabilities. Failure to provide such documentation within thirty (30) days of the date of a written request by the City shall constitute grounds for discontinuance by the City of the previously approved reasonable accommodation.

I. *Findings.* A request for reasonable accommodation shall be approved, with or without conditions, if the review authority first finds, based upon all the evidence presented, all of the following:

1. The housing which is the subject of the request for reasonable accommodation will be occupied by one or more individuals with disabilities protected under Fair Housing Laws;

2. The reasonable accommodation is necessary to make housing available to one or more individuals with a disability protected under the Fair Housing Laws;

3. The requested accommodation will not impose an undue financial or administrative burden on the City; and

4. The requested accommodation will not require a fundamental alteration in the nature of the City's zoning or building laws, policies, and/or procedures.

Subsection 4.18.040

4.18.040. Authority for land use and zoning decisions.

Table 4-1 (Review Authority) identified the city official or authority responsible for reviewing and making decisions on each type of application or land use entitlement required by this zoning ordinance.

TABLE 4-1
REVIEW AUTHORITY

Type of Entitlement or Decision	*Applicable Citation*	*Director*	*Council*
Adjustments	4.19.050	Approve (1)	Appeal
Conditional Use Permits	4.19.070	Recommend (2)	Approve
Development Agreements	Section 21	Recommend	Approve
Design Reviews	4.19.060	Recommend	Approve
Director's Reviews	4.19.030	Approve (3)	Appeal (4)
General Plan Amendments	Section 28	Recommend	Approve
Home Occupation Permits	4.19.060	Issue	Appeal
Interpretations	1.02.020	Issue	Appeal
Reasonable Accommodation	4.19.100	Approve (5)	Appeal
Sign Permits	Section 15	Issue	Appeal
Specific Plans	Section 20	Recommend	Approve
Temporary Use Permits	4.19.040	Approve	Appeal
Variances	4.19.080	Recommend	Approve
Zoning Clearances	4.19.020	Issue	Appeal
Zoning Map Amendments	Section 28	Recommend	Approve
Zoning Ordinance Amendments	Section 28	Recommend	Approve

Notes:

(1) The director may defer action and refer any permit or approval application to the council for final determination.
(2) "Recommend" means that the review authority makes a recommendation to a higher review authority; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier review authority, in compliance with section 27 (Appeals).
(3) All decisions of the director are appealable to council, in compliance with section 27 (Appeals).
(4) All decisions of the council are final.
(5) When requests for reasonable accommodation are submitted for concurrent review with another discretionary land use application for which the council is the reviewing authority, the council shall also review the request for reasonable accommodation.

SECTION 31. DEFINITIONS.

6.31.020. Definitions of specialized terms and phrases.

D. *Definitions, "D."*

Density bonuses. A density bonus~~, as defined by Government Code § 65915 et seq.,~~ is an increased residential density ~~of at least twenty-five (25) percent~~ over the maximum authorized density which is granted to an owner/developer of a housing project agreeing to construct a prescribed percentage of affordable ~~very low and/or low income~~ dwelling units pursuant to Government Code Sections 65915-65918.

Dwelling unit, accessory. An attached or detached residential dwelling unit which provides complete independent living facilities for one (1) or more persons on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot as the single-family or multi-family dwelling is or will be situated. An accessory dwelling unit also includes:

1. An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code; and

2. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

Dwelling unit, junior accessory. A unit that is no more than 500 square feet in size and contained entirely within a single-family dwelling. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

G. *Definitions, "G."*

~~*Granny unit.* A dwelling unit, either attached to or detached from, a primary residence on a parcel that is zoned for a single-family residence, that is intended for the sole occupancy of one or two (2) adult persons who are sixty-two (62) years of age or over, consistent with Government Code Section 65852.1, as amended from time to time. The area of floor space of an attached granny unit shall not exceed thirty (30) percent of the existing living area. The area of the floor space of a detached granny unit shall not exceed one thousand two hundred (1,200) square feet.~~

S. *Definitions, "S."*

~~*Second dwelling unit.* A second permanent dwelling unit that is attached to or detached from an existing single-family residential dwelling unit which provides complete independent living facilities for one or more persons, as defined in Government Code Section 65852.2(i)(4), as it exists or as it may be amended from time to time. The second dwelling unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel that the existing unit is situated. A second dwelling unit may be an efficiency unit, as defined in Health and Safety Code Section 17958.1, as amended, or a manufactured home, as defined in~~

~~Health and Safety Code Section 18007, as amended. (See subsection 3.17.200 (Second dwelling units).)~~

NOTICE OF EXEMPTION

TO: _____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: City of Cypress
5275 Orange Avenue
Cypress, CA 90630

__X__ County Clerk-Recorder
Public Services Division
P.O. Box 238
Santa Ana, CA 92702

Filing Fee Exempt per Govt. Code Section 6103

Project Title
Zoning Ordinance Amendment to Section 12 – Density Bonus; Subsection 3.17.200 – Second Dwelling Units; and Subsection 4.19.100 – Reasonable Accommodation.

Project Location - Specific
City-wide

Project Location - City	**Project Location - County**
Cypress	Orange

Description of Nature, Purpose, and Beneficiaries of Project
A City-initiated amendment to the text of the Cypress Municipal Code, Appendix I – Zoning, to be consistent with related State housing laws as follows: (1) Repealing Section 12 ("Density Bonus") and replacing it with a new Section 12 ("Density Bonus") to comply with current State density bonus regulations (Government Code Sections 65915-65918); (2) Repealing Subsection 3.17.200 ("Second dwelling units") and replacing it with a new Subsection 3.17.200 ("Accessory dwelling units") to comply with Government Code Sections 65852.2 and 65852.22; and (3) Creating a new Subsection 4.19.100 ("Reasonable Accommodation") to establish procedures to request reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act. No new construction is proposed as part of this action.

Name of Public Agency Approving Project
City of Cypress

Name of Person or Agency Carrying Out Project (Applicant's Name and Address)
City of Cypress, Planning Division, 5275 Orange Avenue, Cypress, CA 90630

Exempt Status: (Check One)
___ Ministerial (Sec. 21080(b)(1);15268);
___ Declared Emergency (Sec. 21080(b)(3);15269(a));
___ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
___ Categorical Exemption. State type and section number.
__X__ General Rule (Sec. 15061 [b] [3])

Reasons why project is exempt:
It can be seen with certainty that there is no possibility that this ordinance amendment may cause a significant effect on the environment, since the amendment is general in nature, limited to establishing procedures and standards, and would not preclude the review and application of the CEQA Guidelines for specific future residential projects.

Lead Agency Contact Person	**Area Code**	**Telephone Number**
Alicia Velasco, Planning Director	(714)	229-6720

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project?
   Yes ___X___ No _____

_____ _____ _____
Date Received for Filing at OPR | Signature | Date

Planning Director
Title

☒ Signed by Lead Agency
☐ Signed by Applicant

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **2.**

FROM: Alisha Farnell, City Clerk

DATE: 05/23/2022

SUBJECT: **Receive and File Public Comments Submitted for the May 23, 2022 City Council Meeting**

RECOMMENDATION

Receive and file submitted public comments.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **4.**

FROM: Alisha Farnell, City Clerk

DATE: 05/23/2022

SUBJECT: **Approve Minutes - Meeting of April 11, 2022**

RECOMMENDATION

Approve as submitted.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

April 11, 2022 City Council Minutes

REGULAR MEETING
CYPRESS CITY COUNCIL
APRIL 11, 2022
6:30 P.M.

A regular meeting of the Cypress City Council was called to order at 6:30 p.m. by Mayor Morales in the Council Chambers, 5275 Orange Avenue, Cypress, California.

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Paulo Morales
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez – arrived at 6:34 p.m.
Council Member Scott Minikus
Council Member Jon Peat

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
City Clerk Alisha Farnell

ORAL COMMUNICATIONS

Helen Le, Cypress, spoke regarding the Valley Vista Services contact and bulky item pick-ups for multi-family properties.

The City Attorney interjected and stated the current time to speak is limited to the Closed Session item regarding a claim by Californians for Homeownership. He further stated there will be an opportunity to speak and provide comments during the general session of the City Council meeting.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Paragraph (2) of Subdivision (d) of Government Code Section 54956.9: (One case).
Claim by Californians for Homeownership

Mayor Morals recessed the meeting at 6:38 p.m.

RECONVENE

Mayor Morales reconvened the City Council meeting at 7:07 p.m.

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Paulo Morales
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez
Council Member Scott Minikus
Council Member Jon Peat

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Finance and Administrative Services Matt Burton
Director of Public Works Doug Dancs
Director of Recreation and Community Services Jeff Draper
Chief of Police Mark Lauderback
Planning Director Alicia Velasco
City Clerk Alisha Farnell

PLEDGE OF ALLEGIANCE Council Member Peat led the Pledge of Allegiance.

INVOCATION Pastor Tom Schulte, Cottonwood Church, led the Invocation.

REPORT OF WORKSHOP AGENDA/CLOSED SESSION

The City Attorney reported that the City Council met in Closed Session and held a discussion on the item listed on the Closed Session agenda, namely Conference with Legal Counsel, one item of anticipated litigation under the heading significant exposure to litigation, a claim by Californians for Homeownership. He stated the City Council received a briefing and no further reportable action was taken.

PRESENTATION

Mayor Morales presented certificates of recognition to the Cypress School District Employees of the Year.

The Chief of Police introduced Officer Arana and Officer Kelley.

Mayor Morales presented a certificate of recognition to outgoing Commissioner Sherre Yurenko.

Mayor Morales presented a proclamation to West Cities Police Communications staff proclaiming April 10 -16 as “National Public Safety Telecommunicators Week”.

Mayor Morales shared information regarding City Commission recruitment.

ORAL COMMUNICATIONS (Limited to 30 minutes – three minutes per speaker, unless extended by the City Council)

Harumi Lucak, Cypress, spoke regarding the California Voting Rights Act challenge and a California Public Records Act request.

Beth Culver, Cypress, spoke regarding a California Public Records Act request.

Ruth, Cypress, expressed support for the City Council and thanked them for keeping at-large elections.

Derek Balsillie, Cypress, spoke in opposition to proposed bathroom at Maple Grove Park North.

Katie Shapiro, Cypress, spoke regarding the California Voting Rights Act challenge and City Council action in Closed Session at the March 14, 2022 City Council meeting.

Cesar Jusay, Cypress, spoke regarding a homeless individual living in his neighborhood.

Lauren Lowry, Cypress, spoke in opposition to proposed bathroom at Maple Grove Park North.

Jaime Needham, Cypress, spoke in opposition to proposed bathroom at Maple Grove Park North.

Hailee Sapp, Cypress, spoke in opposition to proposed bathroom at Maple Grove Park North.

Mike Hippler, Cypress, spoke in opposition to proposed bathroom at Maple Grove Park North.

Cherie Hippler, Cypress, spoke in opposition to proposed bathroom at Maple Grove Park North.

Sangeeta Swendson, Cypress, spoke regarding Agenda Item No. 7.

Council Member Minikus addressed comments regarding the proposed bathroom at Maple Grove Park North.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests separate action on a specific item.

Council Member Marquez requested to pull Agenda Items No. 5, 8, and 10.

It was moved by Mayor Pro Tem Hertz-Mallari, and seconded by Council Member Peat, to approve Consent Calendar Items No. 1 through 4, 6 through 7, and 9.

The motion was unanimously carried by the following roll call vote:

AYES: 5 COUNCIL MEMBERS: Marquez, Minikus, Peat, Hertz-Mallari and Morales
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

Following discussion of pulled Agenda Item No. 5, Council Member Marquez corrected her vote on the Consent Calendar and stated that she had intended to vote No on Agenda Item No. 7.

Item No. 1: Receive and File Public Comments Submitted for the April 11, 2022 City Council Meeting

Recommendation: Receive and file submitted public comments.

Item No. 2: Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading

Item No. 3: Approve Minutes - Meeting of February 28, 2022 and March 8, 2022

Recommendation: Approve as submitted.

Item No. 4: Approve Filling a Vacancy on the Senior Citizens Commission through the 2022 Commissioner Recruitment

Recommendation: Approve filling a vacancy on the Senior Citizens Commission through the 2022 Commissioner recruitment.

Item No. 6: Approve a Task Order for a Sewer System Management Plan Audit

Recommendation: Approve a Task Order to AKM Consulting Engineers for $33,070 for engineering services to audit the Sewer System Management Plan and authorize a $4,900 contingency.

Item No. 7: Award an On-Call Contract and approve a Task Order for Landscape Inspection Services

Recommendation:

1. Award a contract service agreement for on-call landscape inspection services to Richard Fisher Associates; and

2. Approve a task order not to exceed $100,800 to Richard Fisher Associates to provide landscape inspection services for ongoing maintenance of established landscape and trees in the City's medians, parkways and park facilities; and

3. Approve a $25,200 budget appropriation transfer from personnel costs to contract landscape services in FY 2021-22 in the General Fund ($22,700) and City Central Services Fund ($2,500).

Item No. 9: Proclaim the Week of April 10-16 as National Public Safety Telecommunicators Week

Recommendation: Proclaim the week of April 10-16, 2022 as National Public Safety Telecommunicators Week.

END OF CONSENT CALENDAR

Regarding Item No. 5: Approve Plans and Specifications and Award a Contract for Tree Planting, Project 304

Council Member Marquez stated she will be voting No on this item due to the concerns of contracts and timing.

Mayor Pro Tem Hertz-Mallari asked Council Member Marquez if her vote was based on the comments from the public during Oral Communication.

Council Member Marquez responded in the affirmative.

Mayor Pro Tem Hertz-Mallari explained that the comments were made regarding Agenda Item No. 7 not Agenda Item No. 5.

Mayor Morales requested clarification from the City Attorney as the item Council Member Marquez had intended to pull was already approved.

The City Attorney provided direction and stated Council Member Marquez can correct her vote on Agenda Item No. 7.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to approve plans and specifications for Tree Planting, Project 304; and award a contract to West Coast Arborist, Inc. of Anaheim, CA for $80,325, and authorize a contingency of $8,000.

The motion was unanimously carried by the following roll call vote:

AYES: 5 COUNCIL MEMBERS: Marquez, Minikus, Peat, Hertz-Mallari and Morales
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

Regarding Item No. 8: Receive the Annual Solid Waste Franchise Consumer Price Index Rate Adjustment

Council Member Marquez provided a statement on this item.

City Council discussion ensued.

It was moved by Council Member Peat, and seconded by Council Member Minikus, to receive the annual Solid Waste Franchise Consumer Price Index Rate Adjustment.

The motion was carried by the following roll call vote:

AYES: 4 COUNCIL MEMBERS: Minikus, Peat, Hertz-Mallari and Morales
NOES: 1 COUNCIL MEMBERS: Marquez
ABSENT: 0 COUNCIL MEMBERS: None

Regarding Item No. 10: Approve Register of Warrants, Transfers, and Wires Issued for the Period of March 12, 2022 through March 25, 2022

Council Member Marquez commented on this item.

It was moved by Council Member Peat, and seconded by Mayor Pro Tem Hertz-Mallari, to approve the attached payment register summarized below for the period of March 12, 2022 through March 23, 2022: Electronic Funds Transfers 10701 through 10846, Warrants 59011 through 59128, Payroll Transfers W1471.

Motion was carried by the following roll call vote:

AYES: 4 COUNCIL MEMBERS: Minikus, Peat, Hertz-Mallari and Morales
NOES: 1 COUNCIL MEMBERS: Marquez
ABSENT: 0 COUNCIL MEMBERS: None

NEW BUSINESS

Item No. 11: Receive a Presentation on the Cypress Citizens Academy

The City Manager provided a report on this item.

City Council discussion ensued.

No action was taken on this item.

ITEMS FROM CITY COUNCIL MEMBERS

Item No 12: Discuss Placing an Item on a Future Agenda to Take a Closer Look at the Termination Clauses in the Valley Vista Contract

The City Attorney made introductory comments on this item.

Council Member Marquez provided a statement on this item.

City Council discussion ensued.

Council Member Marquez provided a copy of an article titled, “Industry gives Evergreen Contract to Trash Hauler named in Corruption Lawsuit” published on July 29, 2021 in the Pasadena Star News and requested it be included in the record of this meeting.

City Council discussion continued.

Mayor Morales suggested Council Member Marquez meet in person with the City Manager and the City Attorney to further clarify and develop the item she wishes to bring forward at a future date. Council Member Marquez agreed.

No action was taken on this item.

ORAL COMMUNICATIONS (Five minutes per speaker, unless extended by the City Council)

Carolyn Balagot, Cypress, spoke regarding prior public comments, proposed bathroom at Maple Grove Park North, and city communication and transparency.

Glenn Button, Cypress, spoke about the City achievements and a California Public Records Act request.

Brittney Cook, Cypress, spoke regarding presentations, Agenda Item No. 11, proposed bathroom at Maple Grove Park North, and action taken in Closed Session at the March 14, 2022 City Council meeting.

David Burke, Cypress, spoke regarding Agenda Item No. 11, action taken in Closed Session at the March 14, 2022 City Council meeting, transparency and escalation of hostility.

Clare Chu, Cypress, spoke regarding a California Public Records Act request and solid waste franchise.

Edwin Kraemer, Cypress, spoke in support of Council Member Marquez and regarding the solid waste franchise and organics recycling programs.

Carrie Hayashida, Cypress, spoke regarding the solid waste franchise and rate increase.

Glenn Morikawa, Cypress, spoke regarding the solid waste franchise.

Shelley Henderson, Cypress, spoke regarding Golden State Water response to water main break; Cypress Police Foundation event; Cypress Chamber of Commerce Networking Breakfast.

COUNCIL MEMBER REPORTS AND REMARKS

Council Member Minikus:

Congratulated the honorees who were recognized today and expressed appreciation for dispatchers.

Council Member Peat:

Responded to an essay published in the Event-News Enterprise by Council Member Marquez.

Council Member Marquez:

Spoke regarding being treated unfairly by her colleagues. Further spoke regarding a California Public Records Act request for her emails.

Mayor Pro Tem Hertz-Mallari:

Attended the Anaheim Union High School District ad hoc subcommittee meeting and provided an update on topics discussed. Attended a retirement party for Orange County Fire Authority (OCFA) Division Chief Mike Petro. Attended an OCFA Security and Safety subcommittee meeting. Spoke regarding communication between residents and City Council.

Mayor Morales:

Council Member Marquez requested to provide a report about her recent activities.

Mayor Morales stated Council Member Marquez had already utilized her time to provide a report.

Mayor Morales spoke about communication with the community. Congratulated the Cypress School District Employees of the Year. Expressed appreciation for dispatchers

and thanked them for their work. Attended a community forum hosted by Assemblywoman Sharon Quirk-Silva. Attended the Anaheim YMCA gala event.

CITY MANAGER REMARKS

Addressed concerns regarding a tree at Arnold Cypress Park and reminded residents to use the Cypress Central app to report concerns. Announced the Spring Egg Hunt at Oak Knoll Park will take place on Saturday, April 16. Announced Cypress School District Every Student Succeeds Breakfast will take place on April 19.

ADJOURNMENT

By motion of Council Member Peat, and seconded by Council Member Minikus, and unanimously carried 5-0, to adjourn at 10:02 p.m. The next Regular Council Meeting will be held on Monday, April 25, 2022, beginning at 5:30 p.m. in the Executive Board Room.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **5.**

FROM: Mark Lauderback, Chief of Police

DATE: 05/23/2022

SUBJECT: **Second Reading and Adoption of an Ordinance Establishing Regulations Prohibiting the Unlawful Possession of Catalytic Converters**

RECOMMENDATION

Approve the second reading and adopt an Ordinance, by title only and waive further reading, establishing regulations prohibiting the unlawful possession of catalytic converters.

DISCUSSION

On May 9, the City Council approved the first reading of an ordinance establishing regulations prohibiting the unlawful possession of catalytic converters.

It is recommended the City Council approve the second reading and adopt the attached ordinance. The ordinance will become effective on June 23, 2022.

BUDGET IMPACT

None.

LEGAL REVIEW

The City Attorney has reviewed and approved the Ordinance.

APPROVED BY: Peter Grant, City Manager

Attachments

Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, ADDING SECTION 17-75 OF THE CYPRESS MUNICIPAL CODE ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY

WHEREAS, the citizens of Cypress have been plagued with hundreds of catalytic converter thefts from automobiles over the past several years; and

WHEREAS, catalytic converter thefts increased 175% from 2020 to 2021, bringing the total to over 238 since the beginning of 2020; and

WHEREAS, catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for multiple reasons including, but not limited to: (1) the ease and undetectable nature of committing the thefts in a matter of seconds using common tools such as a reciprocating saw, (2) the ability to recycle catalytic converters at scrap metal yards for high dollar returns ranging from $200 to $1,200 per catalytic converter, and (3) loopholes in legislation protecting criminals from prosecution unless a victim can be identified; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Cypress to define and punish catalytic converter thefts absent an identifiable victim; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Cypress to define and punish the recycling or sale of unlawfully obtained catalytic converters, thus incentivizing criminal enterprise of catalytic converter thefts; and

WHEREAS, there are currently no City, State, or Federal legislation applicable within the City of Cypress requiring individuals to provide proof to law enforcement as to how they obtained catalytic converters, thus limiting law enforcement's ability to protect the public by preventing catalytic converter thefts and preventing law enforcement from seizing suspected stolen catalytic converters when no victim is present; and

WHEREAS, finding a victim of these crimes is nearly impossible due to the undetectable nature of the catalytic converter thefts and catalytic converters being untraceable to link back to a victim (no identifying markers on the catalytic converters); and

WHEREAS, due to lack of legislation defining and prosecuting these thefts, 97% of all catalytic converter theft cases in the City of Cypress have gone unsolved; and

WHEREAS, the citizens of Cypress and the Cypress Police Department are in need of legislation for multiple reasons including, but not limited to: (1) deterrence by

establishing zero-tolerance for catalytic converter thefts, (2) sanctions for possessing stolen catalytic converters, (3) preventing criminals from profiting from the sale and recycling of stolen catalytic converters, (4) providing indirect justice to the victims of catalytic converter thefts whose cases will go unsolved, and (5) reducing Part I crime statistics which catalytic converter thefts have negatively impacted.

WHEREAS, this Ordinance is necessary to provide the City of Cypress Police Department clearly established legal authority to protect the public and deter this criminal activity.

NOW, THEREFORE, the City Council of the City of Cypress DOES HEREBY ORDAIN as follows:

SECTION 1. The above recitals are true and correct and incorporated herein.

SECTION 2. Section 17-75 of the Cypress Municipal Code is hereby added to read in its entirety as follows:

"Sec. 17-75. Unlawful Possession of a Catalytic Converter.

A. It shall be unlawful to possess any catalytic converter that is not attached to a vehicle unless the possessor has valid documentation or other proof to verify they are in lawful possession of the catalytic converter.

B. For purposes of this section, "lawful possession" includes being the lawful owner of the catalytic converter or in possession of the catalytic converter with the lawful owner's written consent. It is not required to prove the catalytic converter was stolen to establish the possession is not a "lawful possession."

C. For purposes of this section, "documentation or other proof" means written document(s) that clearly identify the vehicle from which the catalytic converter originated and includes but is not limited to the following document types: bill of sale from the original owner with photographs, documentation from an auto-body shop proving the owner relinquished the catalytic converter to the auto-body shop, verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter, photographs of the vehicle from which the catalytic converter originated, vehicle registration associated with the catalytic converter containing an etched associated license plate number or vehicle identification number. The validity of "documentation or other proof" is based on the totality of the circumstances.

D. Each and every violation of this section shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Cypress Municipal Code. Each and every catalytic converter unlawfully possessed is a separate violation of this section.

E. Each and every violation of this section may, in the discretion of the District Attorney or City Attorney, be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed $500 or imprisonment in the county jail for a period of not more than 12 months, or by both such fine and imprisonment.

F. The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law."

SECTION 3. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) City staff shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect as provided by law.

FIRST READING at a regular meeting of the City Council of the City of Cypress held on the _____ day of _____, 2022 and finally adopted and ordered posted at a regular meeting held on the _____ day of _____, 2022.

_____
Paulo Morales, Mayor

ATTEST:

_____
Alisha Farnell, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, Alisha Farnell, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing was duly adopted at a regularly scheduled meeting of said City Council held on the ____ day of _____, 2022, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
Alisha Farnell, City Clerk

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **6.**

FROM: Alisha Farnell, City Clerk

DATE: 05/23/2022

SUBJECT: **Appoint City Commissioners**

RECOMMENDATION

Appoint Commissioners to the Recreation and Community Services, Senior Citizens, and Traffic Commissions.

DISCUSSION

At its February 28 meeting, the City Council revised its Boards, Commissions and Committees Policy Manual which prescribes the recruitment process to fill vacancies on the Recreation and Community Services, Senior Citizens, and Traffic Commissions. Additionally, the City Council also approved filling two unscheduled vacancies through the annual Commission recruitment process at its April 11 and April 25 regular meetings. Five full-term Commission seats and two partial-term Commission seats are available for appointment.

The City Council held special meetings on May 11 and May 12 to interview 17 Commission applicants and reached consensus on the following appointments:

Appointments Effective Immediately Upon Approval (partial-term vacancies)

- Senior Citizens Commission: David Skorupinski - Two-year term ending June 30, 2024
- Traffic Commission: Christina Sar - One-year term ending June 20, 2023

Appointments Effective July 1, 2022 (full-term vacancies)

Recreation and Community Services Commission

- Christen Jackson - Four-year term ending June 30, 2026
- Jeff Dronkers - Four-year term ending June 30, 2026

Senior Citizens Commission

- Hank Machal - Four-year term ending June 30, 2026
- Glenn Button - Four-year term ending June 30, 2026

Traffic Commission

- Catherine Youngerman - Four-year term ending June 30, 2026

Alternates

The City Council identified Brittney Cook, Jon DeCesare, Rahul Shirale, Annika Miyashiro-Ruiz, Will Grohmann and Sukrit Mukherjee as alternates for consideration in the event a vacancy occurs prior to the next annual recruitment.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Commission Appointments

CITY OF CYPRESS
COMMISSION APPLICANT INTERVIEWS
2022

It was the consensus of the City Council to select the following candidates for appointment to the Recreation and Community Services Commission, Senior Citizens Commission, and Traffic Commission:

RECREATION & COMMUNITY SERVICES COMMISSION:

CHRISTEN JACKSON (4 Year Term)

JEFF DRONKERS (4 Year Term)

SENIOR CITIZENS COMMISSION:

HANK MACHAL (4 Year Term)

GLENN BUTTON (4 Year Term)

DAVID SKORUPINSKI (2 Year Term)

TRAFFIC COMMISSION:

CATHERINE YOUNGERMAN (4 Year Term)

CHRISTINA SAR (1 Year Term)

ALTERNATES (if any):

BRITTNEY COOK JON DECESARE RAHUL SHIRALE ANNIKA MIYASHIRO-RUIZ WILL GROHMANN SUKRIT MUKHERJEE

Mayor

5-17-2022
Date

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **7.**

FROM: Douglas Dancs, Director of Public Works

DATE: 05/23/2022

SUBJECT: **Approve Plans and Specifications and Award Contracts for Concrete Rehabilitation, Project 293**

RECOMMENDATION

1. Approve Plans and Specifications for Concrete Rehabilitation, Project 293; and

2. Award a contract to CJ Concrete Construction Inc., Santa Fe Springs, CA, for $286,080, and authorize a contingency of $40,000; and

3. Approve a Task Order for Construction Inspection Services to TRC (Vali Cooper and Associates, Inc.), for $26,168 and authorize a contingency of $4,000.

DISCUSSION

This project will replace approximately 14,000 square feet of concrete sidewalks, 1,900 square feet of driveway approaches, 600 linear feet of curb and gutter, and remove 40 trees at various locations. This includes sidewalks that have been uplifted by trees, driveway approaches that are severely cracked, and curb and gutter that ponds water. This project helps maintain the City's compliance with the American Disability Act by correcting steep slopes in the pedestrian path of travel.

On April 28, 2022, the City received five bid proposals for the project with CJ Concrete Construction Inc. as the low bidder. TRC, the City's on-call construction manager, will inspect the project. A summary of project award information is attached.

BUDGET IMPACT

The estimated construction and construction management costs are $356,248 and sufficient amounts are included in the Capital Projects Fund for this project.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Award Information and Bid Proposals
Task Order
Contract Agreement

Project Award Information Checklist

Description of Project:
The project scope includes removing and replacing damaged concrete located at various streets throughout the City.

Contract Working Days: Thirty (30) working days

The Orange County Register Publication Date: April 14, 2022

Notice Inviting Bids Sent to: The Orange County Register, F.W. Dodge, Reed Construction Data, Construction Bid Board, Southern California Builders Association, Association General Contractors of America

Bid Opening Date: April 28, 2022

No. of Bid Packets Distributed: Fourteen (14)

	Bidders	**Base Bid Amount**
1.	CJ Concrete Construction, Inc., Santa Fe Springs, CA	$ 286,080
2.	Gentry General Engineering Inc., Rancho Cucamonga, CA	$ 305,361
3.	FS Contractors, Inc., Sylmar, CA	$ 306,242
4.	Kalban, Inc., Santa Clarita, CA	$ 329,625
5.	CT&T Concrete Paving Inc., Diamond Bar, CA	$ 407,080

Apparent Low Bidder: CJ Concrete Construction, Inc., Santa Fe, CA - $286,080

Qualified to Perform Work: Yes. Staff confirmed bid was responsive.

Contractor's License:		**Registration with DIR:**	
Valid at Time of Award:	Yes	**Contractor:**	Yes
Valid at Time of Bid:	Yes	**Sub-Contractor:**	Yes

Experience:
The apparent low bidder has performed this type of work for multiple government agencies in Southern California.

Construction Management/Inspection Firm: TRC (Vali Cooper & Associates)

On-Call Contract Date: June 12, 2017

Amount of Task Order: $ 26,168

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

CONCRETE REHABILITATION
PROJECT 293

Date: **Thursday, April 28, 2022, at 11:00 A.M.**

Contractor Name: CJ concrete construction, inc.

Contractor Address: 10142 shoemaker ave. santa fe springs CA 90670

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Concrete Rehabilitation Project 293, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 5,000.00	$ 5,000.00
2.	1	LS	Traffic Control (Section 600) PER LS	$ 5,000.00	$ 5,000.00
3.	14,080	SF	Remove and Replace PCC Sidewalk (Section 201-1, 303 and Special Provisions Section 9) PER SF	$ 11.50	$ 161,920.00
4.	584	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) PER LF	$ 70.00	$ 40,880.00
5.	1,880	SF	Remove and Replace PCC Driveway Approach (Section 303 and Special Provisions Section 9) PER SF	$ 16.00	$ 30,080.00

6.	15	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 660.00	$ 9,900.00
7.	16	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1,170.00	$ 18,720.00
8.	9	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1620.00	$ 14,580.00

TOTAL BASE BID PRICE (Additive bids will be added to the Total Base Bid Price in their numerical order of Total Additive Bid Price #1, Total Additive Bid Price #2, Total Additive Bid Price #3 and Total Additive Bid Price #4; consistent with Section 20103.8c of the Public Contract Code, which specifically states, "The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened." **A funding amount will be publicly disclosed by the City of Cypress and will be hand written on a white board in the bid opening room located at the Civic Center building before the first bid is opened. One bid number will be read for each Contractor which includes the base bid plus the most additive bid items that are equal to or under the funding amount.**

TOTAL AMOUNT OF BID IN FIGURES: $ 286,080.00

TOTAL AMOUNT OF BID IN WORDS: Two hundred eighty six thousand eighty dollars and zero cents Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #1
District 26

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 5,000.00	$ 5,000.00
2.	1	LS	Traffic Control (Section 600) PER LS	$ 5,000.00	$ 5,000.00
3.	1,620	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) PER SF	$ 14.00	$ 22,680.00
4.	216	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) PER LF	$ 80.00	$ 17,280.00

6.	4	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 660.00	$ 2,640.00
7.	8	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1,170.00	$ 9,360.00

TOTAL ADDITIVE BID PRICE #1: $ 61,960.00

TOTAL ADDITIVE BID PRICE #1 IN WORDS: sixty one thousand nine hundred sixty dollars and zero cents ~~Dollars~~ ss

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #2
Districts 27

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 5,000.00	$ 5,000.00
2.	1	LS	Traffic Control (Section 600) PER LS	$ 5,000.00	$ 5,000.00
3.	3,294	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) PER SF	$ 11.50	$ 37,881.00
6.	5	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 660.00	$ 3,300.00
7.	6	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1,170.00	$ 7,020.00
8.	9	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1,620.00	$ 14,580.00

TOTAL ADDITIVE BID PRICE #2: $ 72,781.00

TOTAL ADDITIVE BID PRICE #2 IN WORDS: seventy two thousand seven hundred eighty one dollars and zero cents. ~~Dollars~~ J-S

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #3
District 28

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 5,000.00	$ 5,000
2.	1	LS	Traffic Control (Section 600) PER LS	$ 5,000.00	$ 5,000.00
3.	1,737	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) PER SF	$ 14.00	$ 24,318.00
4.	300	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) PER LF	$ 70.00	$ 21,000.00
6.	7	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 660.00	$ 4,620.00
7.	4	EA	Remove Tree – 9" - 13"+ DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1,170.00	$ 4,680.00
8.	3	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1,620.00	$ 4,860.00

TOTAL ADDITIVE BID PRICE #3: $ 69,478.00

TOTAL ADDITIVE BID PRICE #3 IN WORDS: sixty nine thousand four hundred seventy eight dollars and zero cents. ~~Dollars~~ J-S

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #4
District 33

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 5,000.00	$ 5,000.00
2.	1	LS	Traffic Control (Section 600) PER LS	$ 5,000.00	$ 5,000.00
3.	877	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) PER SF	$ 22.00	$ 19,294.00

TOTAL ADDITIVE BID PRICE #4: $ 29,294.00

TOTAL ADDITIVE BID PRICE #4 IN WORDS: Twenty nine thousand two hundred ninty four dollars and zero cents ~~Dollars~~ $

(Please Print Total Amount of Bid in WORDS)

Total BASE BID PRICE:	$ 286,080.00

Total BASE BID PRICE:	$ 286,080.00
Total ADDITIVE BID PRICE #1:	$ 61,960.00
Total BASE BID PRICE plus Total ADDITIVE BID PRICE #1:	$ 348,040.00

Total BASE BID PRICE:	$ 286,080.00
Total ADDITIVE BID PRICE #1:	$ 61,960.00
Total ADDITIVE BID PRICE #2:	$ 72,781.00
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 and #2:	$ 420,821.00

Total BASE BID PRICE:	$ 286,080.00
Total ADDITIVE BID PRICE #1:	$ 61,960.00
Total ADDITIVE BID PRICE #2:	$ 72,781.00
Total ADDITIVE BID PRICE #3:	$ 69,478.00
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 through #3:	$ 490,299.00

Total BASE BID PRICE:	$ 286,080.00
Total ADDITIVE BID PRICE #1:	$ 61,960.00
Total ADDITIVE BID PRICE #2:	$ 72,781.00
Total ADDITIVE BID PRICE #3:	$ 69,478.00
Total ADDITIVE BID PRICE #4:	$ 29,294.00
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 through 4:	$ 519,593.00

The Total Amount of Base Bid and Additive Bids stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

WEEKEND WORK: Any work adjacent to schools shall be performed during the weekend in coordination with the City Engineer.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **THIRTY (30)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS PROJECT 293

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: **Thursday, April 28, 2022, at 11:00 A.M.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 4/27/22

FIRM NAME: CJ concrete construction, inc.

FIRM ADDRESS: 10142 shoemaker ave. santa fe springs ca 90670

TELEPHONE: 562. 777.2222

SIGNATURE: _____
Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, **and** the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

John C. Sarno - president
Printed Name and Title

Signature

NAME AND SIGNATURE:

John C. Sarno - secretary
Printed Name and Title

Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

Contractor's License No.: 720989 A

Expiration Date: 4.30.24

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

CONCRETE REHABILITATION
PROJECT 293

Date: **Thursday, April 28, 2022, at 11:00 A.M.**

Contractor Name: Gentry General Engineering Inc.

Contractor Address: 9277 Archibald Avenue, Rancho Cucamonga, CA 91730

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Concrete Rehabilitation Project 293, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) eleven thousand five hundred (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 11,500.00	$ 11,500.00
2.	1	LS	Traffic Control (Section 600) five thousand five hundred PER LS	$ 5,500.00	$ 5,500.00
3.	14,080	SF	Remove and Replace PCC Sidewalk (Section 201-1, 303 and Special Provisions Section 9) ten PER SF	$ 10.00	$ 140,800.00
4.	584	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) eighty-four PER LF	$ 84.00	$ 49,056.00
5.	1,880	SF	Remove and Replace PCC Driveway Approach (Section 303 and Special Provisions Section 9) thirty-three PER SF	$ 33.00	$ 62,040.00

6.	15	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) three hundred seventy-one PER EA	$ 371.00	$ 5,565.00
7.	16	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) seven hundred fifty PER EA	$ 750.00	$ 12,000.00
8.	9	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) two thousand one hundred PER EA	$ $2,100.00	$ 18,900.00

TOTAL BASE BID PRICE (Additive bids will be added to the Total Base Bid Price in their numerical order of Total Additive Bid Price #1, Total Additive Bid Price #2, Total Additive Bid Price #3 and Total Additive Bid Price #4; consistent with Section 20103.8c of the Public Contract Code, which specifically states, "The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened." **A funding amount will be publicly disclosed by the City of Cypress and will be hand written on a white board in the bid opening room located at the Civic Center building before the first bid is opened. One bid number will be read for each Contractor which includes the base bid plus the most additive bid items that are equal to or under the funding amount.**

TOTAL AMOUNT OF BID IN FIGURES: $ 305,361.00

TOTAL AMOUNT OF BID IN WORDS: three hundred five thousand three hundred sixty-one

Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #1
District 26

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) one thousand three hundred (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 1,300.00	$ 1,300.00
2.	1	LS	Traffic Control (Section 600) three thousand two hundred PER LS	$ 3,200.00	$ 3,200.00
3.	1,620	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) eleven PER SF	$ 11.00	$ 17,820.00
4.	216	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) eighty-four PER LF	$ 84.00	$ 18,144.00

6.	4	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) three hundred seventy PER EA	$ 370.00	$ 1,480.00
7.	8	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) seven hundred fifty PER EA	$ 750.00	$ 6000.00

TOTAL ADDITIVE BID PRICE #1: $ 47,944.00

TOTAL ADDITIVE BID PRICE #1 IN WORDS: forty-seven thousand nine hundred forty-four

Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #2
Districts 27

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) one thousand three hundred (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$1,300.00	$ 1,300.00
2.	1	LS	Traffic Control (Section 600) three thousand two hundred PER LS	$3,200.00	$ 3,200.00
3.	3,294	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) eleven PER SF	$ 11.00	$ 36,234.00
6.	5	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) three hundred seventy PER EA	$ 370.00	$ 1,850.00
7.	6	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) seven hundred fifty PER EA	$ 750.00	$ 4,500.00
8.	9	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) two thousand one hundred PER EA	$2,100.00	$ 18,900.00

TOTAL ADDITIVE BID PRICE #2: $ 65,984.00

TOTAL ADDITIVE BID PRICE #2 IN WORDS: sixty-five thousand nine hundred eighty-four

Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #3
District 28

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) one thousand three hundred ~~(Not to exceed 5% of total bid amount excepting item 1) PER LS~~	$1,300.00	$ 1,300.00
2.	1	LS	Traffic Control (Section 600) three thousand two hundred PER LS	$3,200.00	$ 3,200.00
3.	1,737	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) eleven PER SF	$11.00	$ 19,107.00
4.	300	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) eighty-four PER LF	$84.00	$ 25,200.00
6.	7	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) three hundred seventy PER EA	$370.00	$ 2,590.00
7.	4	EA	Remove Tree – 9" - 13"+ DBH (Section 300.1 and Special Provisions Section 9) seven hundred fifty PER EA	$750.00	$ 3,000.00
8.	3	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) two thousand one hundred PER EA	$2,100.00	$ 6,300.00

TOTAL ADDITIVE BID PRICE #3: $ 60,697.00

TOTAL ADDITIVE BID PRICE #3 IN WORDS: sixty thousand six hundred ninety-seven

Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #4
District 33

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) six hundred (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 600.00	$ 600.00
2.	1	LS	Traffic Control (Section 600) two thousand PER LS	$ 2,000.00	$ 2,000.00
3.	877	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) eleven PER SF	$ 11.00	$ 9,647.00

TOTAL ADDITIVE BID PRICE #4: $ 12,247.00

TOTAL ADDITIVE BID PRICE #4 IN WORDS: twelve thousand two hundred forty-seven

Dollars

(Please Print Total Amount of Bid in WORDS)

Total BASE BID PRICE:	**$ 305,361.00**

Total BASE BID PRICE:	$ 305,361.00
Total ADDITIVE BID PRICE #1:	$ 47,944.00
Total BASE BID PRICE plus Total ADDITIVE BID PRICE #1:	**$ 353,305.00**

Total BASE BID PRICE:	$ 305,361.00
Total ADDITIVE BID PRICE #1:	$ 47,944.00
Total ADDITIVE BID PRICE #2:	$ 65,984.00
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 and #2:	**$ 419,289.00**

Total BASE BID PRICE:	$ 305,361.00
Total ADDITIVE BID PRICE #1:	$ 47,944.00
Total ADDITIVE BID PRICE #2:	$ 65,984.00
Total ADDITIVE BID PRICE #3:	$ 60,697.00
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 through #3:	**$ 479,986.00**

Total BASE BID PRICE:	$ 305,361.00
Total ADDITIVE BID PRICE #1:	$ 47,944.00
Total ADDITIVE BID PRICE #2:	$ 65,984.00
Total ADDITIVE BID PRICE #3:	$ 60,697.00
Total ADDITIVE BID PRICE #4:	$ 12,247.00
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 through 4:	**$ 492,233.00**

The Total Amount of Base Bid and Additive Bids stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

WEEKEND WORK: Any work adjacent to schools shall be performed during the weekend in coordination with the City Engineer.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **THIRTY (30)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS PROJECT 293

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: **Thursday, April 28, 2022, at 11:00 A.M.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: April 26, 2022

FIRM NAME: Gentry General Engineering Inc.

FIRM ADDRESS: 9277 Archibald Avenue, Rancho Cucamonga, CA 91730

TELEPHONE: (909)330-1128

SIGNATURE: _____
Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, **and** the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Brenton Gentry, President — Printed Name and Title

Brenton G — Signature

NAME AND SIGNATURE:

Brenton Gentry, Secretary — Printed Name and Title

Brenton G — Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

Contractor's License No.: 974279

Expiration Date: 6/30/2022

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

CONCRETE REHABILITATION
PROJECT 293

Date: **Thursday, April 28, 2022, at 11:00 A.M.**

Contractor Name: FS Contractors, Inc.

Contractor Address: 14838 Bledsoe St Sylmar, CA 91342

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Concrete Rehabilitation Project 293, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) Ten Thousand (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 10,000	$ 10,000
2.	1	LS	Traffic Control (Section 600) Five Thousand PER LS	$ 5,000	$ 5,000
3.	14,080	SF	Remove and Replace PCC Sidewalk (Section 201-1, 303 and Special Provisions Section 9) Twelve & 50/100 PER SF	$ 12.50	$ 176,000
4.	584	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) Seventy eight PER LF	$ 78	$ 45,552
5.	1,880	SF	Remove and Replace PCC Driveway Approach (Section 303 and Special Provisions Section 9) Thirteen PER SF	$ 13	$ 24,440

6.	15	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) Seven fifty PER EA	$ 750	$ 11,250
7.	16	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) One Thousand PER EA	$ 1,000	$ 16,000
8.	9	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) Two Thousand PER EA	$ 2,000	$ 18,000

TOTAL BASE BID PRICE (Additive bids will be added to the Total Base Bid Price in their numerical order of Total Additive Bid Price #1, Total Additive Bid Price #2, Total Additive Bid Price #3 and Total Additive Bid Price #4; consistent with Section 20103.8c of the Public Contract Code, which specifically states, "The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened." **A funding amount will be publicly disclosed by the City of Cypress and will be hand written on a white board in the bid opening room located at the Civic Center building before the first bid is opened. One bid number will be read for each Contractor which includes the base bid plus the most additive bid items that are equal to or under the funding amount.**

TOTAL AMOUNT OF BID IN FIGURES: $ 306,242

TOTAL AMOUNT OF BID IN WORDS: Three hundred and six thousand, Two hundred fourty two Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #1
District 26

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) Three Thousand (Not to exceed 5% of total bid amount excepting item 1) PER LS	$ 3,000	$ 3,000
2.	1	LS	Traffic Control (Section 600) One Thousand PER LS	$ 1,000	$ 1,000
3.	1,620	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) Twelve & 50/100 PER SF	$ 12.50	$ 20,250
4.	216	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) Seventy eight PER LF	$ 78	$ 16,848

6.	4	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) Seven hundred fifty PER EA	$ 750	$ 2,400
7.	8	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) One Thousand PER EA	$ 1,000	$ 8,000

TOTAL ADDITIVE BID PRICE #1: $ 51,498

TOTAL ADDITIVE BID PRICE #1 IN WORDS: Fifty one thousand, four hundred ninety eight Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #2
Districts 27

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) Four Thousand (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 4,000	$ 4,000
2.	1	LS	Traffic Control (Section 600) Three Thousand PER LS	$ 3,000	$ 3,000
3.	3,294	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) Twelve & 50/100 PER SF	$ 12.50	$ 41,175
6.	5	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) Seven hundred fifty PER EA	$ 750	$ 3,000
7.	6	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) One Thousand PER EA	$ 1,000	$ 6,000
8.	9	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) Two Thousand PER EA	$ 2,000	$ 18,000

TOTAL ADDITIVE BID PRICE #2: $ 75,175

TOTAL ADDITIVE BID PRICE #2 IN WORDS: Seventy five thousand, One hundred seventy five Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #3
District 28

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) Three Thousand five hundred (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 3,500	$ 3,500
2.	1	LS	Traffic Control (Section 600) Two Thousand PER LS	$ 2,000	$ 2,000
3.	1,737	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) Twelve & 50/100 PER SF	$ 12.50	$ 21,712.50
4.	300	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) Eighty PER LF	$ 80	$ 24,000
6.	7	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) Seven hundred fifty PER EA	$ 750	$ 5,250
7.	4	EA	Remove Tree – 9" - 13"+ DBH (Section 300.1 and Special Provisions Section 9) One Thousand PER EA	$ 1,000	$ 4,000
8.	3	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) Two Thousand PER EA	$ 2,000	$ 6,000

TOTAL ADDITIVE BID PRICE #3: $ 66,462.50

TOTAL ADDITIVE BID PRICE #3 IN WORDS: Sixty six thousand, Four hundred sixty two & 50/100 Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #4
District 33

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) Six hundred (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 600	$ 600
2.	1	LS	Traffic Control (Section 600) One Thousand PER LS	$ 1,000	$ 1,000
3.	877	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) Twelve & 50/100 PER SF	$ 12.50	$ 10,962.50

TOTAL ADDITIVE BID PRICE #4: $ 12,562.50

TOTAL ADDITIVE BID PRICE #4 IN WORDS: Twelve Thousand, five hundred Sixty two & 50/100 Dollars

(Please Print Total Amount of Bid in WORDS)

Total BASE BID PRICE:	$ 306,242

Total BASE BID PRICE:	$ 306,242
Total ADDITIVE BID PRICE #1:	$ 52,098
Total BASE BID PRICE plus Total ADDITIVE BID PRICE #1:	$ 358,340

Total BASE BID PRICE:	$ 306,242
Total ADDITIVE BID PRICE #1:	$ 52,098
Total ADDITIVE BID PRICE #2:	$ 75,925
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 and #2:	$ 434,265

Total BASE BID PRICE:	$ 306,242
Total ADDITIVE BID PRICE #1:	$ 52,098
Total ADDITIVE BID PRICE #2:	$ 75,925
Total ADDITIVE BID PRICE #3:	$ 66,462.50
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 through #3:	$ 500,727.50

Total BASE BID PRICE:	$ 306,242
Total ADDITIVE BID PRICE #1:	$ 52,098
Total ADDITIVE BID PRICE #2:	$ 75,925
Total ADDITIVE BID PRICE #3:	$ 66,462.50
Total ADDITIVE BID PRICE #4:	$ 12,562.50
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 through 4:	$ 513,290.00

The Total Amount of Base Bid and Additive Bids stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

WEEKEND WORK: Any work adjacent to schools shall be performed during the weekend in coordination with the City Engineer.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **THIRTY (30)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS PROJECT 293

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: **Thursday, April 28, 2022, at 11:00 A.M.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 4/28/22

FIRM NAME: FS Contractors, Inc.

FIRM ADDRESS: 14838 Bledsoe St. Sylmar, CA 91342

TELEPHONE: (818) 838-6040

SIGNATURE: J. Angel Fuentes
Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, **and** the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Jose Angel Fierros, President
Printed Name and Title

Signature

NAME AND SIGNATURE:

Jose Ernesto Fierros - Corporate Secretary
Printed Name and Title

Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

Contractor's License No.: 1005940

Expiration Date: 07/31/23

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

CONCRETE REHABILITATION
PROJECT 293

Date: **Thursday, April 28, 2022, at 11:00 A.M.**

Contractor Name: Kalban, Inc

Contractor Address: 26450 Ruether Ave Unit 201 Santa Clarita, CA 91350

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Concrete Rehabilitation Project 293, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$13,000	$13,000
2.	1	LS	Traffic Control (Section 600) PER LS	$13,000	$13,000
3.	14,080	SF	Remove and Replace PCC Sidewalk (Section 201-1, 303 and Special Provisions Section 9) PER SF	M.L $ 12.50	$ 176,000.00
4.	584	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) PER LF	$ 100.00	$ 58,400.00
5.	1,880	SF	Remove and Replace PCC Driveway Approach (Section 303 and Special Provisions Section 9) PER SF	$ 17.00	$ 31,960.00

6.	15	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 565.00	$ 8,475.00
7.	16	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 815.00	$ 13,040.00
8.	9	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1750.00	$ 15,750.00

TOTAL BASE BID PRICE (Additive bids will be added to the Total Base Bid Price in their numerical order of Total Additive Bid Price #1, Total Additive Bid Price #2, Total Additive Bid Price #3 and Total Additive Bid Price #4; consistent with Section 20103.8c of the Public Contract Code, which specifically states, "The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened." **A funding amount will be publicly disclosed by the City of Cypress and will be hand written on a white board in the bid opening room located at the Civic Center building before the first bid is opened. One bid number will be read for each Contractor which includes the base bid plus the most additive bid items that are equal to or under the funding amount.**

TOTAL AMOUNT OF BID IN FIGURES: $ 329,625.00

TOTAL AMOUNT OF BID IN WORDS: Three Hundred Twenty Nine Thousand Six Hundred Twenty Five Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #1
District 26

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 2,000.00	$ 2,000.00
2.	1	LS	Traffic Control (Section 600) PER LS	$ 2,000.00	$ 2,000.00
3.	1,620	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) PER SF	$ 12.50	$ 20,250.00
4.	216	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) PER LF	$ 100.00	$ 21,600.00

6.	4	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 565.00	$ 2,260.00
7.	8	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 815.00	$ 6,520.00

TOTAL ADDITIVE BID PRICE #1: $ 54,630.00

TOTAL ADDITIVE BID PRICE #1 IN WORDS: Fifty Four Thousand Six Hundred Thirty Dollars Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #2
Districts 27

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 2,000.00	$ 2,000.00
2.	1	LS	Traffic Control (Section 600) PER LS	$ 2,000.00	$ 2,002.00
3.	3,294	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) PER SF	$ 12.50	$ 41,175.00
6.	5	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 565.00	$ 2825.00
7.	6	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 815.00	$ 4,890.00
8.	9	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1750.00	$ 15,750.00

TOTAL ADDITIVE BID PRICE #2: $ 68,640^00

TOTAL ADDITIVE BID PRICE #2 IN WORDS: Sixty Eight Thousand Six Hundred Forty Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #3
District 28

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 2000^00	$ 2000^00
2.	1	LS	Traffic Control (Section 600) PER LS	$ 2000^00	$ 2000^00
3.	1,737	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) PER SF	$ 12^50	$ [illegible] M.L. 21,712^50
4.	300	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) PER LF	$ 100^00	$ 30,000^00
6.	7	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 565^00	3,955^00 $ [illegible] M.L.
7.	4	EA	Remove Tree – 9" - 13"+ DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 815^00	$ 3,260^00
8.	3	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1750^00	$ 5,250^00

TOTAL ADDITIVE BID PRICE #3: $ 68,177^50

TOTAL ADDITIVE BID PRICE #3 IN WORDS: Sixty Eight Thousand One Hundred seventy seven Dollars and Fifty cents Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #4
District 33

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 2000 00	$ 2000 00
2.	1	LS	Traffic Control (Section 600) PER LS	$ 2000 00	$ 2000 00
3.	877	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) PER SF	$ 12 50	$ 10,962 50

TOTAL ADDITIVE BID PRICE #4: $ 14,962 50

TOTAL ADDITIVE BID PRICE #4 IN WORDS: Fourteen Thousand Nine Hundred Sixty Two Dollars and Fifty Cents Dollars

(Please Print Total Amount of Bid in WORDS)

Total BASE BID PRICE:	$ 329,625.00

Total BASE BID PRICE:	$ 329,625.00
Total ADDITIVE BID PRICE #1:	$ 54,630.00
Total BASE BID PRICE plus Total ADDITIVE BID PRICE #1:	$ 384,255.00

Total BASE BID PRICE:	$ 329,625.00
Total ADDITIVE BID PRICE #1:	$ 54,630.00
Total ADDITIVE BID PRICE #2:	$ 68,640.00
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 and #2:	$ 452,895.00

Total BASE BID PRICE:	$ 329,625.00
Total ADDITIVE BID PRICE #1:	$ 54,630.00
Total ADDITIVE BID PRICE #2:	$ 68,640.00
Total ADDITIVE BID PRICE #3:	$ 68,177.50
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 through #3:	$ 521,072.50

Total BASE BID PRICE:	$ 329,625.00
Total ADDITIVE BID PRICE #1:	$ 54,630.00
Total ADDITIVE BID PRICE #2:	$ 68,640.00
Total ADDITIVE BID PRICE #3:	$ 68,177.50
Total ADDITIVE BID PRICE #4:	$ 14,962.50
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 through 4:	$ 536,035.00

The Total Amount of Base Bid and Additive Bids stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

WEEKEND WORK: Any work adjacent to schools shall be performed during the weekend in coordination with the City Engineer.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **THIRTY (30)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS PROJECT 293

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: **Thursday, April 28, 2022, at 11:00 A.M.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 4-28-2022

FIRM NAME: Kalban, Inc

FIRM ADDRESS: 26450 Ruether Ave Unit 201 Santa Clarita, CA 91350

TELEPHONE: (818) 504-1065

SIGNATURE: [signature]

Bidder

Matthew Lawrence - Vice President

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, **and** the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Matthew Lawrence - Vice President
Printed Name and Title

Signature

NAME AND SIGNATURE:

Beth Mecham - Secretary
Printed Name and Title

Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

Contractor's License No.: 507559

Expiration Date: 3-31-2023

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

CONCRETE REHABILITATION
PROJECT 293

Date: **Thursday, April 28, 2022, at 11:00 A.M.**

Contractor Name: CT&T Concrete Paving Inc.

Contractor Address: 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA 91765

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Concrete Rehabilitation Project 293, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 150000	$ 150000
2.	1	LS	Traffic Control (Section 600) PER LS	$ 15000	$ 15000
3.	14,080	SF	Remove and Replace PCC Sidewalk (Section 201-1, 303 and Special Provisions Section 9) PER SF	$ 18	$ 253440
4.	584	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) PER LF	$ 70	$ 40880
5.	1,880	SF	Remove and Replace PCC Driveway Approach (Section 303 and Special Provisions Section 9) PER SF	$ 22	$ 41360

6.	15	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 632.50	$ 9487.50
7.	16	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1121.25	$ 17940
8.	9	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1552.50	$ 13972.50

TOTAL BASE BID PRICE (Additive bids will be added to the Total Base Bid Price in their numerical order of Total Additive Bid Price #1, Total Additive Bid Price #2, Total Additive Bid Price #3 and Total Additive Bid Price #4; consistent with Section 20103.8c of the Public Contract Code, which specifically states, "The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened." **A funding amount will be publicly disclosed by the City of Cypress and will be hand written on a white board in the bid opening room located at the Civic Center building before the first bid is opened. One bid number will be read for each Contractor which includes the base bid plus the most additive bid items that are equal to or under the funding amount.**

TOTAL AMOUNT OF BID IN FIGURES: $ 407,080.00

TOTAL AMOUNT OF BID IN WORDS: Four Hundred Seven Thousand, Eighty Dollars & zero Cents Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #1
District 26

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 5000	$5000
2.	1	LS	Traffic Control (Section 600) PER LS	$ 5000	$ 5000
3.	1,620	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) PER SF	$ 18	$ 29160
4.	216	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) PER LF	$ 70	$ 15120

6.	4	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 632.50	$ 2530
7.	8	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1121.25	$ 8970

TOTAL ADDITIVE BID PRICE #1: $ 65,780.00

TOTAL ADDITIVE BID PRICE #1 IN WORDS: Sixty-Five Thousand, Seven Hundred Eighty Dollars and Zero Cents Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #2
Districts 27

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 4000	$ 4000
2.	1	LS	Traffic Control (Section 600) PER LS	$ 4000	$ 4000
3.	3,294	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) PER SF	$ 18	$ 59292
6.	5	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 632.50	$ 3162.50
7.	6	EA	Remove Tree – 9" – 13" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1121.25	$ 6727.50
8.	9	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1552.50	$ 13972.50

TOTAL ADDITIVE BID PRICE #2: $ 91,154.50

TOTAL ADDITIVE BID PRICE #2 IN WORDS: Ninety-One thousand, One Hundred Fifty-Four Dollars and Fifty Cents Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #3
District 28

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 4000	$ 4000
2.	1	LS	Traffic Control (Section 600) PER LS	$ 4000	$ 4000
3.	1,737	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) PER SF	$ 18	$ 31266
4.	300	LF	Remove and Replace PCC Curb and Gutter (Section 303 and Special Provisions Section 9) PER LF	$ 70	$ 21000
6.	7	EA	Remove Tree – 4" – 8" DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 632.50	$ 4427.50
7.	4	EA	Remove Tree – 9" - 13"+ DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1121.25	$ 4485
8.	3	EA	Remove Tree – 14"+ DBH (Section 300.1 and Special Provisions Section 9) PER EA	$ 1552.50	$ 4657.50

TOTAL ADDITIVE BID PRICE #3: $ 73,836.00

TOTAL ADDITIVE BID PRICE #3 IN WORDS: Seventy-Three Thousand, Eight Hundred Thirty-Six Dollars and zero Cents Dollars

(Please Print Total Amount of Bid in WORDS)

ADDITIVE BID #4
District 33

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.4 and Special Provisions Section 9) (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$ 3000	$ 3000
2.	1	LS	Traffic Control (Section 600) PER LS	$ 3000	$ 3000
3.	877	SF	Remove and Replace PCC Sidewalk (201-1, 303 and Special Provisions Section 9) PER SF	$ 20	$ 17540

TOTAL ADDITIVE BID PRICE #4: $ 23,540.00

TOTAL ADDITIVE BID PRICE #4 IN WORDS: Twenty-Three Thousand, Five Hundred & Forty Dollars and zero Cents Dollars

(Please Print Total Amount of Bid in WORDS)

Total BASE BID PRICE:	$ 407080.00

Total BASE BID PRICE:	$ 407080.00
Total ADDITIVE BID PRICE #1:	$ 65780.—
Total BASE BID PRICE plus Total ADDITIVE BID PRICE #1:	$ 472.860.00

Total BASE BID PRICE:	$ 407080.—
Total ADDITIVE BID PRICE #1:	$ 65780.—
Total ADDITIVE BID PRICE #2:	$ 91154.50
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 and #2:	$ 564,014.50

Total BASE BID PRICE:	$ 407080.—
Total ADDITIVE BID PRICE #1:	$ 65780.—
Total ADDITIVE BID PRICE #2:	$ 91154.50
Total ADDITIVE BID PRICE #3:	$ 73836.—
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 through #3:	$ 637.850.50

Total BASE BID PRICE:	$ 407080.00
Total ADDITIVE BID PRICE #1:	$ 65780.—
Total ADDITIVE BID PRICE #2:	$ 91154.50
Total ADDITIVE BID PRICE #3:	$ 73836.—
Total ADDITIVE BID PRICE #4:	$ 23,540.—
Total BASE BID PRICE plus Total ADDITIVE BID PRICES #1 through 4:	$ 661,390.50

The Total Amount of Base Bid and Additive Bids stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

WEEKEND WORK: Any work adjacent to schools shall be performed during the weekend in coordination with the City Engineer.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **THIRTY (30)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS PROJECT 293

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: **Thursday, April 28, 2022, at 11:00 A.M.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 04/19/2022

FIRM NAME: CT&T Concrete Paving Inc.

FIRM ADDRESS: 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA 91765

TELEPHONE: 909-629-8000

SIGNATURE: _____
Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, **and** the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Jose Carvajal, President
Printed Name and Title

Signature

NAME AND SIGNATURE:

Jose Carvajal, Secretary
Printed Name and Title

Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

Contractor's License No.: 875627

Expiration Date: 04/30/2024

1935 Chicago Avenue
Unit A
Riverside, CA 92507

www.trccompanies.com

May 09, 2022

Neema Ghanbari
Associate Engineer
City of Cypress
Engineering Division
5275 Orange Avenue
Cypress, CA 90630

Subject: Task Order for Construction Inspection, Concrete Rehabilitation, Project 293

Dear Mr. Ghanbari:

Vali Cooper and Associates, Inc. is pleased to submit this proposal to provide professional services for the Task Order for Construction Inspection, Concrete Rehabilitation, Project 293, in accordance with Attachment "A" - Scope of Services and Attachment "B" - Schedule of Compensation.

If you should have any questions, please feel free to give me a call at (714) 328-0057.

Sincerely,

Vali Cooper & Associates Inc.



David Sluga, PE, QSD/QSP, ToR

Project Manager

Attachment "A" - Scope of Services

Attachment "B" - Schedule of Compensation

Attachment A

Scope of Services

The Scope of Work for Concrete Rehabilitation, Project 293, is as follows:

A-1 Construction Inspection

Attachment B

Schedule of Compensation

TASK	ROLE		2022					Hours	Rate	Cost
		Feb	Mar	Apr	May	Jun	Jul			
Submittals	*David Sluga*					4		4	$206.00	$ 824.00
Inspection	*Warren Williams*					64	80	144	$176.00	$ 25,344.00
								148		**$26,168**

Assumptions Used:

1. Construction Starts June 2022, for 30 working days. This cost proposal is for part-time or intermittent inspection

Notes:

1. All rates include base pay, fringe benefits, overhead, fee and basic field equipment including vehicles, laptops, cell phones, safety gear and hand tools.
2. Includes updated rate for Inspector, Warren Williams, to comply with prevailing wage requirements.
3. All hours are billed in conformance to the California Labor Code and prevailing wage requirements.
4. Client will be billed only for hours worked.
5. Contract time may be extended by weather or unforeseen delays during construction, if so, cost proposal may need to be re-visited.

CONTRACT AGREEMENT
PROJECT 293

THIS AGREEMENT, made and entered into this ___ day of _____, in the year 20, by and between the City of Cypress, a Municipal Corporation, organized and existing in the County of Orange under and by virtue of the laws of the State of California and said City's charter, hereinafter designated as the "City", to enter into the contract for the construction of the project entitled CONCRETE REHABILITATION– PROJECT 266, and the contractor, CJ Concrete Construction Inc. 10142 Shoemaker Avenue, Santa Fe Springs, CA 90670 hereinafter designated as the "Contractor".

WITNESSETH: That the parties hereto have mutually covenanted and agreed for other good and valuable consideration the receipt of which is hereby acknowledged, and by these presents do covenant and agree with each other as follows:

Article I

The Contract Documents consist of the Invitation for Bids, the Instructions to Bidders, the Bid Security Forms for Check or Bond, the Price Schedule, this Agreement, the Faithful Performance Bond, the Labor and Materials Bond, the Non-Collusion Affidavits, the Specifications, the most recent version of the "'Greenbook' Standard Specifications for Public Works Construction" (the "Greenbook"), the most recent version of the City of Cypress' supplement to the Greenbook (the "Brown Book"), the Drawings, and all addenda as prepared prior to date of bid opening setting forth any modifications or interpretation of any said documents, and any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. All of the provisions of said Contract Documents are hereby incorporated herein by this reference and made a part of this Agreement as truly as if fully set forth herein. The Brown Book shall control over any conflicting specifications herein, if any.

Article II

For and in consideration of the payments and agreements to be made and performed by the City as set forth in said Contract Documents, the Contractor agrees with the City to provide for the construction of the project entitled CONCRETE REHABILITATION PROJECT 266, together with appurtenances thereto, for which award of contract was made, to furnish at his/her own proper cost and expense all tools, equipment, services, labor, and materials necessary therefore, and to do everything required by said Contract Documents.

Article III

For furnishing all said services and materials, obtaining all permits and licenses of a temporary nature; furnishing and removing all plants, temporary work or structures, tools and equipment, and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the aforesaid work during its progress or prior to acceptance, from the action of the elements, and from any unforeseen difficulties which may arise or be encountered in the prosecution of the work, and for all other risks of any description connected with the work, also for all expenses incurred by or in consequence of the suspension of discontinuance of work, except such as in the said Contract Documents are expressly stipulated to be borne by the City and for well and faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in the said Documents and in accordance with the requirements of the Engineer under them; the City will pay and the Contractor shall receive in full compensation therefore the price set forth by him in the Accepted Bid.

Article IV

The Contracting Agency hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the material and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents, and said parties for

themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

Article V

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until the City has given a Notice to Proceed to the Contractor. The Contractor shall commence work within ten working days after said notice is given.

Article VI

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(i) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(ii) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(iii) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

Article VII

Contractor has represented to City that Contractor possesses a valid State Contractor's license appropriate to the work to be performed under this contract. If Contractor does not possess or fails to maintain the appropriate contractors' license during the entire term of Agreement, City may summarily terminate this Agreement, withhold funds due Contractor or seek reimbursement of funds paid, and recover from Contractor any and all costs incurred by City in completing the contract which was in excess of Contractor's bid.

Article VIII

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

Article IX

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Article X

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

Article XI

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

Article XII

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

Article XIII

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

Article XIV

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Article XV

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Article XVI

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

Article XVII

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq*.)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Article XVIII

The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF CYPRESS, CALIFORNIA

Contractor's Name

Mayor

Title:
(Signature Must Be Notarized)

Attest:

City Clerk of the City of Cypress

Title:
(Signature Must Be Notarized)

City Attorney has approved this agreement as to form.

(Agreement cannot be accepted from corporations without signatures from (2) corporate officers.)

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **8.**

FROM: Douglas Dancs, Director of Public Works

DATE: 05/23/2022

SUBJECT: **Approve Plans and Specifications and Award Contracts for the Street Rehabilitation, Project 313**

RECOMMENDATION

1. Approve Plans and Specifications for the Street Rehabilitation, Project 313; and

2. Award a contract to American Asphalt South Inc., Riverside, CA, for $337,925.45, and authorize a contingency of $51,000; and

3. Approve a Task Order for Construction Inspection Services to TRC (Vali Cooper and Associates, Inc.), for $39,637 and authorize a contingency of $6,000.

DISCUSSION

Many projects within the Capital Improvements Program (CIP) are part of a regular multi-year program to ensure City infrastructure is adequately funded and maintained. The residential street resurfacing project and the arterial street rehabilitation projects are both part of the annual CIP to ensure proper street maintenance.

Slurry seal is typically applied to individual streets every five to seven years. This process creates a moisture barrier/weatherproofing layer that prevents damage to the underlying street pavement but does not provide any structural improvement. This project will slurry seal various residential and arterial streets, including Denni Street (Orange Avenue to Lincoln Avenue) and portions of Holder Street, consisting of over 10 lane miles of pavement (see attached).

On April 19, 2022, the City received three bid proposals for the project with American Asphalt South Inc. as the low bidder. TRC, the City's on-call construction manager, will inspect the project. A summary of project award information is attached.

BUDGET IMPACT

The estimated construction and construction management costs for the project are $434,562.45 and sufficient amounts are budgeted in the City Capital Projects Fund and Road Maintenance and Rehabilitation Act (RMRA) Fund.

LEGAL REVIEW

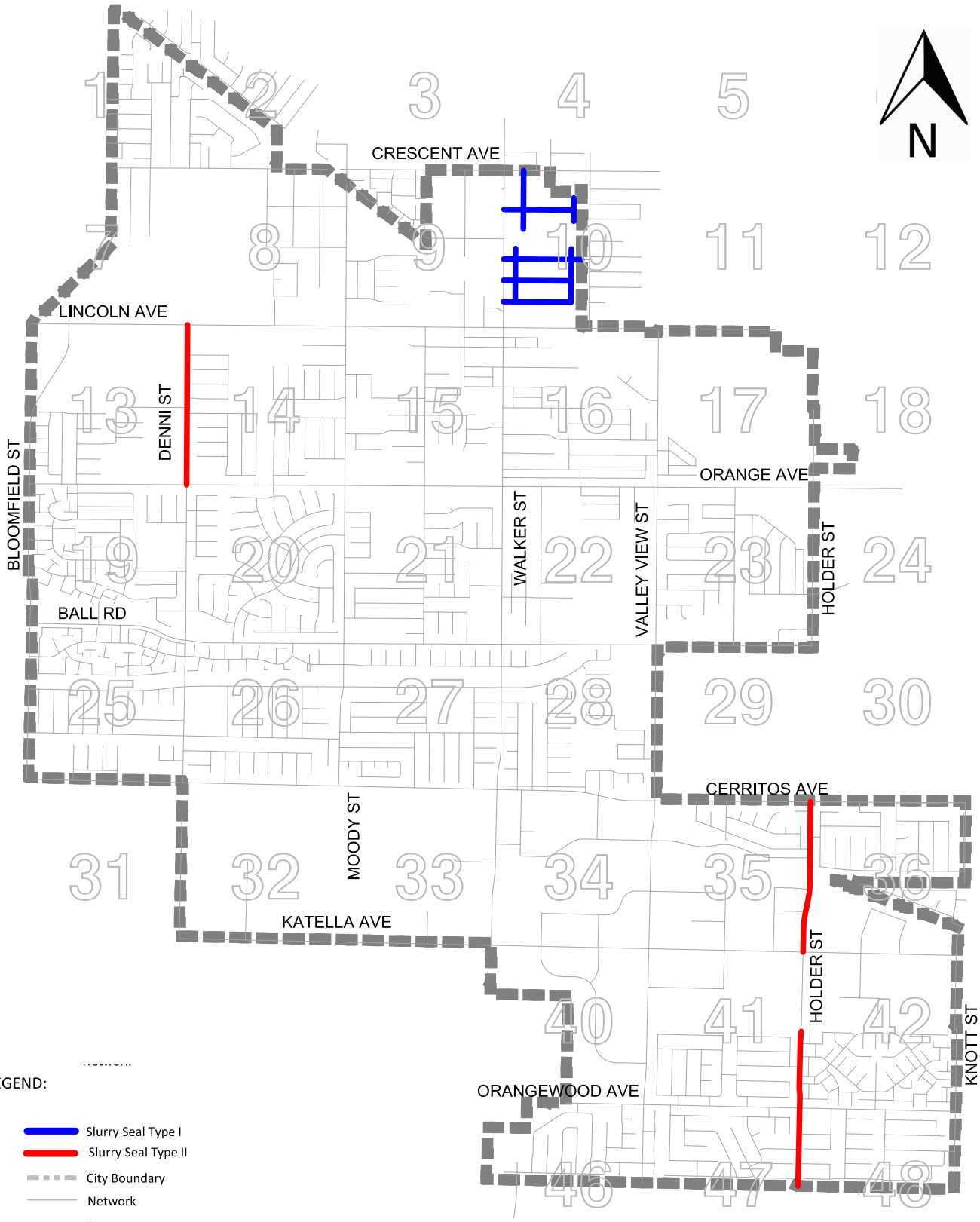
None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Location Map
Award Information and Bid Proposals
Task Order
Contract Agreement

CIP 313 Street Rehabilitation



*Note:

1) Weekend Work on Denni St. Between Orange Ave. and Lincoln Ave.
2) Weekend Work on Holder Street between Katella Ave and Gateway Dr.

Project Award Information Checklist

Description of Project:
Slurry Seal over 10 lane miles of pavement along various arterial and residential streets.

Contract Working Days: 25 working days

Orange County Register Publication Date: April 5, 2022

Notice Inviting Bids Sent to: The Orange County Register, F.W. Dodge, Reed Construction Data, Construction Bid Board, Southern California Builders Association, Association General Contractors of America

Bid Opening Date: April 19, 2022

No. of Bid Packets Purchased: Sixteen (16)

	Bidders	Amount
1.	American Asphalt South Inc., Riverside, CA	$337,925.45
2.	All American Asphalt, Corona, CA	$358,479.00
3.	Roy Allan Slurry Seal Inc., Santa Fe Springs, CA	$359,565.49

Apparent Low Bidder: American Asphalt South Inc., Riverside, CA – $337,925.45

Qualified to Perform Work: Yes. Staff confirmed bid was responsive.

Contractor's License:		**Registration with DIR:**	
Valid at Time of Award:	Yes	**Contractor:**	Yes
Valid at Time of Bid:	Yes	**Sub-Contractor:**	Yes

Experience:
The apparent low bidder has performed this type of work for multiple government agencies in Southern California.

Construction Management/Inspection Firm: TRC (Vali Cooper & Associates)

On-Call Contract Date: June 12, 2017

Amount of Task Order: $ 39,637

PROPOSAL BID SHEET
PROJECT 313
SCHEDULE OF WORK ITEMS

STREET REHABILITATION

Date: Tuesday, April 19, 2022, at 2:00 P.M

Contractor Name: American Asphalt South, Inc

Contractor Address: 19792 El Rivino Rd, Riverside, CA 92509

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 313, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.1) Ten thousand eight hundred dollars (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$10,800.00	$10,800.00
2.	1	LS	Traffic Control (Section 7-10) Twenty eight thousand, five hundred Twenty five dollars PER LS	$28525.00	$28,525.00
3.	1	LS	Crack Sealing (Section 302-14) Twenty five thousand, one hundred dollars PER LS	$25,100.00	$25,100.00
4.	170	TONS	Remove and Replace 4" AC (Section 302) Two hundred seventy two dollars eighty cents PER TON	$272.80	$46,376.00
5.	141	ELT	Type I Slurry Seal (RPMS) (Section 203-4) four hundred nineteen dollars sixty nine cents PER ELT	$419.69	$59,17629
6.	344	ELT	Type II Slurry Seal (RPMS) (Section 203-4) three hundred six dollars, thirty nine cents	$306.39	$105,398.16

			PER ELT		
7.	76,500	SF	Edge Grind 5 ft on each side (Section 405) Applicable only to Type I Slurry Seal Twenty five cents PER SF	$ 0.25	$ 19,125.00
8.	2	EA	Adjust Manhole to Grade (Section 302-5.8) Two thousand Two hundred dollars PER EA	$ 2,200.00	$ 4,400.00
9.	1	LS	Traffic Striping, Paint, etc. (Section 310) Also see Appendix "D" Thirty nine thousand Twenty five dollars PER LS	$ 39,025.00	$ 39,025.00

TOTAL AMOUNT OF BASE BID: $ 337,925.45

TOTAL AMOUNT OF BID IN WORDS: Three hundred thirty seven thousand nine hundred Twenty five dollars, forty five cents Dollars

(Please Print Total Amount of Bid in WORDS)

The Total Amount of Base Bid and Additive Bids stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

WEEKEND WORK: Any work adjacent to schools shall be performed during the weekend in coordination with the City Engineer.

- Weekend Work on Denni St. between Orange Ave. and Lincoln Ave.
- Weekend Work on Holder Street between Katella Ave and Gateway Dr.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWENTY FIVE (25)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS PROJECT 313

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: Tuesday, **Tuesday, April 19, 2022, at 2:00 P.M.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 4-12-22

FIRM NAME: American Asphalt South, Inc.

FIRM ADDRESS: 19992 El Rivino Rd, Riverside, CA 92509

TELEPHONE: (909) 427-8216

SIGNATURE: _____
Bidder Jeff Petty

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, **and** the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Jeff Petty, President
Printed Name and Title

Signature

NAME AND SIGNATURE:

Tim Griffin, Secretary
Printed Name and Title

Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

Contractor's License No.: 784969

Expiration Date: 09/30/2022

PROPOSAL BID SHEET
PROJECT 313
SCHEDULE OF WORK ITEMS

STREET REHABILITATION

Date: Tuesday, April 19, 2022, at 2:00 P.M

Contractor Name: All American Asphalt

Contractor Address: PO Box 2229, Corona, CA 92878

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 313, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.1) Sixteen Thousand dollars No Cents (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$16,000	$ 16,000.
2.	1	LS	Traffic Control (Section 7-10) Nine Thousand dollars no Cents PER LS	$ 9,000.	$ 9,000.
3.	1	LS	Crack Sealing (Section 302-14) Twenty Seven Thousand dollars no Cents PER LS	$ 27,000.	$ 27,000.
4.	170	TONS	Remove and Replace 4" AC (Section 302) Two Hundred Eighty dollars no Cents PER TON	$ 280.	$ 47,600.
5.	141	ELT	Type I Slurry Seal (RPMS) (Section 203-4) Five Hundred forty Four dollars no Cent PER ELT	$ 544.	$ 76,704.
6.	344	ELT	Type II Slurry Seal (RPMS) (Section 203-4) Three Hundred Twenty dollars no Cents	$ 320.	$ 110,080.

			PER ELT		
7.	76,500	SF	Edge Grind 5 ft on each side (Section 405) Applicable only to Type I Slurry Seal only Forty Three Cents PER SF	$ 0.43	$32,895.
8.	2	EA	Adjust Manhole to Grade (Section 302-5.8) one Thousand one hundred dollars no cents PER EA	$ 1,100.	$ 2,200.
9.	1	LS	Traffic Striping, Paint, etc. (Section 310) Also see Appendix "D" Thirty Seven Thousand dollars PER LS no cents	$ 37,000	$ 37,000.

TOTAL AMOUNT OF BASE BID: $ 358,479.00

TOTAL AMOUNT OF BID IN WORDS: Three Hundred Fifty Eight Thousand Four Hundred Seventy Nine Dollars

(Please Print Total Amount of Bid in WORDS)

The Total Amount of Base Bid and Additive Bids stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

WEEKEND WORK: Any work adjacent to schools shall be performed during the weekend in coordination with the City Engineer.

- Weekend Work on Denni St. between Orange Ave. and Lincoln Ave.
- Weekend Work on Holder Street between Katella Ave and Gateway Dr.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWENTY FIVE (25)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS PROJECT 313

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: Tuesday, **Tuesday, April 19, 2022, at 2:00 P.M.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☑ Corporation ☐ Partnership ☐ Proprietorship

DATED: April 15, 2022

FIRM NAME: All American Asphalt

FIRM ADDRESS: PO Box 2229, Corona, CA 92878

TELEPHONE: 951-736-7600

SIGNATURE: _____
Bidder
Michael Farkas, Secretary

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, **and** the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Michael Farkas, Secretary
Printed Name and Title

Signature

NAME AND SIGNATURE:

Mark Luer, President
Printed Name and Title

Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

Contractor's License No.: 267073

Expiration Date: 01/31/2022

PROPOSAL BID SHEET
PROJECT 313
SCHEDULE OF WORK ITEMS

STREET REHABILITATION

Date: Tuesday, April 19, 2022, at 2:00 P.M

Contractor Name: Roy Allan Slurry Seal, Inc.

Contractor Address: 12643 Emmens Way, Santa Fe Springs, CA 90670

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 313, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Mobilization (Section 9-3.1) Seventeen thousand, eight hundred fiftyt dollars even (Not to exceed 5% of total bid amount excepting Item 1) PER LS	$17,850.00	$17,850.00
2.	1	LS	Traffic Control (Section 7-10) Thirty one thousand, five hundred twenty eight dollars. PER LS	$31,528.00	$31,528.00
3.	1	LS	Crack Sealing (Section 302-14) Twenty seven thousand, seven hundred fifty dollars even. PER LS	$27,750.00	$27,750.00
4.	170	TONS	Remove and Replace 4" AC (Section 302) Two hundred seventy two dollars and eighty cents. PER TON	$272.80	$46,376.00
5.	141	ELT	Type I Slurry Seal (RPMS) (Section 203-4) Four hundred thirteen dollars and fifty three cents. PER ELT	$413.53	$58,307.73
6.	344	ELT	Type II Slurry Seal (RPMS) (Section 203-4) Three hundred sixty nine dollars and seventy nine cents.	$369.79	$127,207.76

			PER ELT		
7.	76,500	SF	Edge Grind 5 ft on each side (Section 405) Applicable only to Type I Slurry Seal Twenty four cents PER SF	$ .24	$ 18,360.00
8.	2	EA	Adjust Manhole to Grade (Section 302-5.8) Two thousand two hundred dollars even PER EA	$2,200.00	$ 4,400.00
9.	1	LS	Traffic Striping, Paint, etc. (Section 310) Also see Appendix "D" PER LS	$27,786.00	$ 27,786.00

TOTAL AMOUNT OF BASE BID: $359,565.49

TOTAL AMOUNT OF BID IN WORDS: Three hundred fifty nine thousand, five hundred sixty five dollars and forty nine cents. ~~Dollars~~

(Please Print Total Amount of Bid in WORDS)

The Total Amount of Base Bid and Additive Bids stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, taxes, transportation, permit fees, and all other costs made necessary by the Contract Documents to provide the City of Cypress with a complete operational facility meeting the approval of the City of Cypress and other agencies having jurisdiction over the project.

WEEKEND WORK: Any work adjacent to schools shall be performed during the weekend in coordination with the City Engineer.

- Weekend Work on Denni St. between Orange Ave. and Lincoln Ave.
- Weekend Work on Holder Street between Katella Ave and Gateway Dr.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWENTY FIVE (25)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS PROJECT 313

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: Tuesday, **Tuesday, April 19, 2022, at 2:00 P.M.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 4/18/22

FIRM NAME: Roy Allan Slurry Seal, Inc.

FIRM ADDRESS: 12643 Emmens Way, Santa Fe Springs, CA 90670

TELEPHONE: 562-864-3363

SIGNATURE: _____
Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, **and** the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Lawrence Allan - President
Printed Name and Title

Signature

NAME AND SIGNATURE:

Lawrence Allan - Secretary
Printed Name and Title

Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

Contractor's License No.: 372798

Expiration Date: 4/30/23

1935 Chicago Avenue
Unit A
Riverside, CA 92507

www.trccompanies.com

April 29, 2022

Alexandru Bangean
Project Manager
City of Cypress
Engineering Division
5275 Orange Avenue
Cypress, CA 90630

Subject: Task Order for Construction Inspection and Materials Testing, Street Rehabilitation, Project 313

Dear Mr. Bangean:

Vali Cooper and Associates, Inc. is pleased to submit this proposal to provide professional services for the Task Order for Construction Inspection and Materials Testing, Street Rehabilitation, Project 313, in accordance with Attachment "A" - Scope of Services and Attachment "B" - Schedule of Compensation.

If you should have any questions, please feel free to give me a call at (714) 328-0057.

Sincerely,

Vali Cooper & Associates Inc.



David Sluga, PE, QSD/QSP, ToR

Project Manager

Attachment "A" - Scope of Services

Attachment "B" - Schedule of Compensation

Attachment A

Scope of Services

The Scope of Work for Street Rehabilitation, Project 313, is as follows:

A-1 Construction Inspection and Materials Testing

Attachment B

Schedule of Compensation

TASK	ROLE	2022					Hours	Rate	Cost
		Mar	Apr	May	Jun	Jul			
Submittals	*David Sluga*				8		8	$206.00	$ 1,648.00
Inspection	*Warren Williams*				76	74	150	$176.00	$ 26,400.00
Materials	*Ninyo & Moore*								$ 11,589.00
							158		**$39,637**

Assumptions Used:

1. Construction Starts June 2022, for 25 working days. This cost proposal is for part-time or intermittent inspection

Notes:

1. All rates include base pay, fringe benefits, overhead, fee and basic field equipment including vehicles, laptops, cell phones, safety gear and hand tools.
2. Includes updated rate for Inspector, Warren Williams, to comply with prevailing wage requirements.
3. All hours are billed in conformance to the California Labor Code and prevailing wage requirements.
4. Client will be billed only for hours worked.
5. Contract time may be extended by weather or unforeseen delays during construction, if so, cost proposal may need to be re-visited.

CONTRACT AGREEMENT
CIP PROJECT NO. 313

THIS AGREEMENT, made and entered into this 23th day of May, in the year 2022, by and between the City of Cypress, a Municipal Corporation, organized and existing in the County of Orange under and by virtue of the laws of the State of California and said City's charter, hereinafter designated as the "City", to enter into the contract for the construction of the project entitled Street Rehabilitation , Project 313, and the contractor, American Asphalt South Inc. hereinafter designated as the "Contractor".

WITNESSETH: That the parties hereto have mutually covenanted and agreed for other good and valuable consideration the receipt of which is hereby acknowledged, and by these presents do covenant and agree with each other as follows:

Article I

The Contract Documents consist of the Invitation for Bids, the Instructions to Bidders, the Bid Security Forms for Check or Bond, the Price Schedule, this Agreement, the Faithful Performance Bond, the Labor and Materials Bond, the Non-Collusion Affidavits, the Specifications, the most recent version of the "'Greenbook' Standard Specifications for Public Works Construction" (the "Greenbook"), the most recent version of the City of Cypress' supplement to the Greenbook (the "Brown Book"), the Drawings, and all addenda as prepared prior to date of bid opening setting forth any modifications or interpretation of any said documents, and any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. All of the provisions of said Contract Documents are hereby incorporated herein by this reference and made a part of this Agreement as truly as if fully set forth herein. The Brown Book shall control over any conflicting specifications herein, if any.

Article II

For and in consideration of the payments and agreements to be made and performed by the City as set forth in said Contract Documents, the Contractor agrees with the City to provide for the construction of the project entitled STREET REHABILITATION, Project 313, together with appurtenances thereto, for which award of contract was made, to furnish at his/her own proper cost and expense all tools, equipment, services, labor, and materials necessary therefore, and to do everything required by said Contract Documents.

Article III

For furnishing all said services and materials, obtaining all permits and licenses of a temporary nature; furnishing and removing all plants, temporary work or structures, tools and equipment, and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the aforesaid work during its progress or prior to acceptance, from the action of the elements, and from any unforeseen difficulties which may arise or be encountered in the prosecution of the work, and for all other risks of any description connected with the work, also for all expenses incurred by or in consequence of the suspension of discontinuance of work, except such as in the said Contract Documents are expressly stipulated to be borne by the City and for well and faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in the said Documents and in accordance with the requirements of the Engineer under them; the City will pay and the Contractor shall receive in full compensation therefore the price set forth by him in the Accepted Bid.

Article IV

The Contracting Agency hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the material and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at

the time, in the manner, and upon the conditions set forth in the Contract Documents, and said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

Article V

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until the City has given a Notice to Proceed to the Contractor. The Contractor shall commence work within ten working days after said notice is given.

Article VI

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(i) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(ii) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(iii) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

Article VII

Contractor has represented to City that Contractor possesses a valid State Contractor's license appropriate to the work to be performed under this contract. If Contractor does not possess or fails to maintain the appropriate contractors' license during the entire term of Agreement, City may summarily

terminate this Agreement, withhold funds due Contractor or seek reimbursement of funds paid, and recover from Contractor any and all costs incurred by City in completing the contract which was in excess of Contractor's bid.

Article VIII

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

Article IX

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Article X

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

Article XI

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

Article XII

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

Article XIII

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

Article XIV

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Article XV

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Article XVI

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

Article XVII

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Article XVIII

The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF CYPRESS, CALIFORNIA

_____
Contractor's Name

_____
Mayor

_____
Title:_____

Attest:

_____
City Clerk of the City of Cypress

_____
Title:_____

City Attorney has approved this agreement as to form.

(Agreement cannot be accepted from corporations without signatures from (2) corporate officers.)

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **9.**

FROM: Douglas Dancs, Director of Public Works

DATE: 05/23/2022

SUBJECT: **Award a Contract for Graffiti Removal Services**

RECOMMENDATION

Award a two-year contract to Superior Property Services for Graffiti Removal Services for $225,000 with an option for up to three, one-year extensions.

DISCUSSION

Public Works is responsible for removing graffiti on public property, parks and the street right of way. The current five-year contract with Superior Property Services (SPS) for graffiti removal services will expire in November. Public Works solicited bids in December to secure prices in advance of the annual budget process. The lowest responsible bidder was SPS. In addition to Cypress, SPS has performed this type of work for many cities, including Anaheim, Irvine and Santa Ana.

The bids are based on the general quantity of hours for one and two-person removal crews and surveys to locate graffiti. This method provides flexibility to develop work plans, alter schedules and adjust quantities to meet service needs throughout the year. An estimate of the quantities and unit costs is attached. These estimates are based on average needs over the last several years and are expected to remain consistent during the upcoming contract term. The recommended contract has a duration of two years with an option for up to three, one-year extensions.

BUDGET IMPACT

The FY 2022-23 Proposed Budget includes $112,500 in the General Fund for graffiti removal along the public right-of-way and at City parks and annual contract service needs are expected to be within budget.

LEGAL REVIEW

The City Attorney has reviewed and approved the contract to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Award Information and Bid Proposals
Estimated Annual Work Plan
Agreement

Award Information – Graffiti Removal Services

Description: The project scope provides graffiti removal services throughout the City.

Project Location: City street right-of-way, parks, facilities and privately owned walls adjacent to City property.

Bid Opening Date: December 15, 2021

Contract Working Days: Initial term not to exceed two (2) calendar years, with the City's sole discretion to extend the initial term for three (3) extended terms of one (1) additional calendar year each. No increases, including Consumer Price Index increases shall be sought by the Contractor or allowed by the City during the maximum term length of five (5) years.

	Bidders	**Annual Bid Amount***
1.	Superior Property Services, Inc.	$ 135,460
2.	Woods Maintenance Services, Inc. dba Graffiti Control Systems	$ 152,292
3.	Urban Graffiti Enterprises, Inc.	$ 165,048

* Bids based on a certain number of hours and quantities.

Apparent Low Bidder: Superior Property Services, Inc.

Qualified to Perform Work: Yes, staff confirmed bid was responsive.

Contractor's License		**Registration with DIR**	
Valid at Time of Award:	Yes	**Contractor:**	Yes
Valid at Time of Bid:	Yes	**Sub-Contractor:**	N/A

Experience: The apparent low bidder has performed this type of work for multiple government agencies in Southern California, including Cypress since 2017.

PROPOSAL BID SHEET
MAINTENANCE CONTRACT - SCHEDULE OF WORK ITEMS

GRAFFITI ABATEMENT SERVICES

Date: Wednesday, December 15, 2021 at 10:00 AM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress **GRAFFITI ABATEMENT SERVICES, Maintenance Contract**, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. ANNUAL QTY	UNIT PRICE IN NUMBERS	TOTAL ANNUAL PRICE
1	Routine Graffiti Abatement (any method/size) (1 person crew; Monday-Friday; normal working hours; vehicle; equipment; materials; includes emergency removals within 2 hours during normal working hours) (Estimated annual quantity based on 5 days each week, 5 hours per day, for a total of 25 hours per week)	Per Hour	1,300	$90.00	$ 117,000.00
2	Routine Graffiti Abatement (any method/size) (2 person crew; Monday-Friday; normal working hours; vehicle; equipment; materials; includes emergency removals within 2 hours during normal working hours) (Estimated annual quantity based on average of 1 hour per week, but may fluctuate more or less)	Per Hour	52	$135.00	$ 7,020
3	Routine Graffiti Survey (1 person crew; Monday – Friday; normal working hours; vehicle) (Estimated annual quantity based on average of 1 hour per week, but may fluctuate more or less)	Per Hour	52	$75.00	$ 3,900

Name of Contractor: Superior Property Services, Inc

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. ANNUAL QTY	UNIT PRICE IN NUMBERS	TOTAL ANNUAL PRICE
4	Emergency Graffiti Abatement (1 person crew; materials; after normal working hours, weekends, holidays; vehicle; equipment; 2 hour response time) (Estimated annual quantity based on average of 1 hour per week, but may fluctuate more or less)	Per Hour	52	$135.00	$7,020
5	Repaint Block Wall (Labor; materials (color may vary); wall to be prepped and scraped of loose paint; equipment to paint entire section(s) of wall; wall will not contain graffiti; location(s) to be determined by the City) (Estimated annual quantity based on (65' length x 8' height) x 2 locations =1,040 square feet)	Per Square Foot	1,040	$.60	$624.00

Name of Contractor: Superior Property Services, Inc.

TOTAL AMOUNT OF BID: $ 135,564.00

TOTAL AMOUNT OF BID IN WORDS: one hundred thirty five thousand, five hundred and sixty four Dollars

(Please Print Total Amount of Bid in WORDS)

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWO (2)** calendar years of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above. **The initial two-year term for this contract will begin on July 1, 2022.** The City shall have the right but not the obligation, in its sole discretion, to extend the initial term a maximum of **THREE (3)** extended terms of one calendar year.

CONTRACT AWARD AND BUDGET INFORMATION: This contract will be awarded to the lowest responsible bidder based on the Total Annual Bid Price listed above but the maximum amount of work to be done in any one year may not exceed the budget allocated for graffiti abatement services. For bidding purposes, the City has included the estimated number of hours anticipated for graffiti abatement services. Each year, it is expected that the City will issue a purchase order annually to the lowest bidder in an annual amount not to exceed $112,500 per fiscal year (July 1 – June 30). The amount may increase or decrease in future years depending on future year budget allocations for graffiti abatement services. Contractor is not guaranteed to receive the full amount of the bid or budgeted amount as this contract will be paid for on an hourly (or square foot) basis, which will be based on actual hours (or square foot) worked to perform graffiti abatement or repainting services.

Consumer Price Increases (CPI) during the initial two (2) year term or subsequent three (3) year extensions will not be allowed.

This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within the time frames provided above.

BID ADDENDA: Bidders who obtain specifications from the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain specifications from plan rooms or other sources, are responsible to contact the Cypress Public Works Department Corporation Maintenance Yard at 714-229-6760, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS
GRAFFITI ABATEMENT SERVICES

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: **December 15, 2021 at 10:00 a.m.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☑ Corporation ☐ Partnership ☐ Proprietorship

DATED: 12/15/21

FIRM NAME: Superior Property Services, Inc.

FIRM ADDRESS: 9129 Perkins St. Pico Rivera, CA 90660

TELEPHONE: (562) 801-9200

SIGNATURE: _____
Bidder

PROPOSAL BID SHEET
MAINTENANCE CONTRACT - SCHEDULE OF WORK ITEMS

GRAFFITI ABATEMENT SERVICES

Date: Wednesday, December 15, 2021 at 10:00 AM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress **GRAFFITI ABATEMENT SERVICES, Maintenance Contract**, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. ANNUAL QTY	UNIT PRICE IN NUMBERS	TOTAL ANNUAL PRICE
1	Routine Graffiti Abatement (any method/size) (1 person crew; Monday-Friday; normal working hours; vehicle; equipment; materials; includes emergency removals within 2 hours during normal working hours) (Estimated annual quantity based on 5 days each week, 5 hours per day, for a total of 25 hours per week)	Per Hour	1,300	$ 109.00	$141,700.00
2	Routine Graffiti Abatement (any method/size) (2 person crew; Monday-Friday; normal working hours; vehicle; equipment; materials; includes emergency removals within 2 hours during normal working hours) (Estimated annual quantity based on average of 1 hour per week, but may fluctuate more or less)	Per Hour	52	$ 168.00	$ 8,736.00
3	Routine Graffiti Survey (1 person crew; Monday – Friday; normal working hours; vehicle) (Estimated annual quantity based on average of 1 hour per week, but may fluctuate more or less)	Per Hour	52	$ 106.00	$ 5,512.00

Name of Contractor:	Urban Graffiti Enterprises, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. ANNUAL QTY	UNIT PRICE IN NUMBERS	TOTAL ANNUAL PRICE
4	Emergency Graffiti Abatement (1 person crew; materials; after normal working hours, weekends, holidays; vehicle; equipment; 2 hour response time) (Estimated annual quantity based on average of 1 hour per week, but may fluctuate more or less)	Per Hour	52	$168.00	$8,736.00
5	Repaint Block Wall (Labor; materials (color may vary); wall to be prepped and scraped of loose paint; equipment to paint entire section(s) of wall; wall will not contain graffiti; location(s) to be determined by the City) (Estimated annual quantity based on (65' length x 8' height) x 2 locations =1,040 square feet)	Per Square Foot	1,040	$0.35	$364.00

Name of Contractor:	Urban Graffiti Enterprises, Inc.

TOTAL AMOUNT OF BID: $ $165,048.00

TOTAL AMOUNT OF BID IN WORDS:

One hundred sixty-five thousand fourty eight dollars Dollars

(Please Print Total Amount of Bid in WORDS)

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWO (2)** calendar years of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above. **The initial two-year term for this contract will begin on July 1, 2022.** The City shall have the right but not the obligation, in its sole discretion, to extend the initial term a maximum of **THREE (3)** extended terms of one calendar year.

CONTRACT AWARD AND BUDGET INFORMATION: This contract will be awarded to the lowest responsible bidder based on the Total Annual Bid Price listed above but the maximum amount of work to be done in any one year may not exceed the budget allocated for graffiti abatement services. For bidding purposes, the City has included the estimated number of hours anticipated for graffiti abatement services. Each year, it is expected that the City will issue a purchase order annually to the lowest bidder in an annual amount not to exceed $112,500 per fiscal year (July 1 – June 30). The amount may increase or decrease in future years depending on future year budget allocations for graffiti abatement services. Contractor is not guaranteed to receive the full amount of the bid or budgeted amount as this contract will be paid for on an hourly (or square foot) basis, which will be based on actual hours (or square foot) worked to perform graffiti abatement or repainting services.

Consumer Price Increases (CPI) during the initial two (2) year term or subsequent three (3) year extensions will not be allowed.

This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within the time frames provided above.

BID ADDENDA: Bidders who obtain specifications from the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain specifications from plan rooms or other sources, are responsible to contact the Cypress Public Works Department Corporation Maintenance Yard at 714-229-6760, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS
GRAFFITI ABATEMENT SERVICES

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: **December 15, 2021 at 10:00 a.m.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program if required. We are a non-union shop. Requirement does not apply

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: December 15, 2021

FIRM NAME: Urban Graffiti Enterprises, Inc.

FIRM ADDRESS: 1280 MountainView Circle, Azusa, Ca. 91702

TELEPHONE: 626-815-4900

SIGNATURE: _____
Bidder

PROPOSAL BID SHEET
MAINTENANCE CONTRACT - SCHEDULE OF WORK ITEMS

GRAFFITI ABATEMENT SERVICES

Date: Wednesday, December 15, 2021 at 10:00 AM

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress **GRAFFITI ABATEMENT SERVICES, Maintenance Contract**, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. ANNUAL QTY	UNIT PRICE IN NUMBERS	TOTAL ANNUAL PRICE
1	Routine Graffiti Abatement (any method/size) (1 person crew; Monday-Friday; normal working hours; vehicle; equipment; materials; includes emergency removals within 2 hours during normal working hours) (Estimated annual quantity based on 5 days each week, 5 hours per day, for a total of 25 hours per week)	Per Hour	1,300	$ 101.18	$131,534.00
2	Routine Graffiti Abatement (any method/size) (2 person crew; Monday-Friday; normal working hours; vehicle; equipment; materials; includes emergency removals within 2 hours during normal working hours) (Estimated annual quantity based on average of 1 hour per week, but may fluctuate more or less)	Per Hour	52	$ 200.00	$ 10,400.00
3	Routine Graffiti Survey (1 person crew; Monday – Friday; normal working hours; vehicle) (Estimated annual quantity based on average of 1 hour per week, but may fluctuate more or less)	Per Hour	52	$40.00	$ 2,080.00

Name of Contractor:	Woods Maintenance Services, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. ANNUAL QTY	UNIT PRICE IN NUMBERS	TOTAL ANNUAL PRICE
4	Emergency Graffiti Abatement (1 person crew; materials; after normal working hours, weekends, holidays; vehicle; equipment; 2 hour response time) (Estimated annual quantity based on average of 1 hour per week, but may fluctuate more or less)	Per Hour	52	$150.00	$7,800.00
5	Repaint Block Wall (Labor; materials (color may vary); wall to be prepped and scraped of loose paint; equipment to paint entire section(s) of wall; wall will not contain graffiti; location(s) to be determined by the City) (Estimated annual quantity based on (65' length x 8' height) x 2 locations =1,040 square feet)	Per Square Foot	1,040	$0.45	$468.00

Name of Contractor: Woods Maintenance Services, Inc.

TOTAL AMOUNT OF BID: $ 152,282.00

TOTAL AMOUNT OF BID IN WORDS: One hundred fifty-two thousand, two hundred eighty-two Dollars

(Please Print Total Amount of Bid in WORDS)

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **TWO (2)** calendar years of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above. **The initial two-year term for this contract will begin on July 1, 2022.** The City shall have the right but not the obligation, in its sole discretion, to extend the initial term a maximum of **THREE (3)** extended terms of one calendar year.

CONTRACT AWARD AND BUDGET INFORMATION: This contract will be awarded to the lowest responsible bidder based on the Total Annual Bid Price listed above but the maximum amount of work to be done in any one year may not exceed the budget allocated for graffiti abatement services. For bidding purposes, the City has included the estimated number of hours anticipated for graffiti abatement services. Each year, it is expected that the City will issue a purchase order annually to the lowest bidder in an annual amount not to exceed $112,500 per fiscal year (July 1 – June 30). The amount may increase or decrease in future years depending on future year budget allocations for graffiti abatement services. Contractor is not guaranteed to receive the full amount of the bid or budgeted amount as this contract will be paid for on an hourly (or square foot) basis, which will be based on actual hours (or square foot) worked to perform graffiti abatement or repainting services.

Consumer Price Increases (CPI) during the initial two (2) year term or subsequent three (3) year extensions will not be allowed.

This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within the time frames provided above.

BID ADDENDA: Bidders who obtain specifications from the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain specifications from plan rooms or other sources, are responsible to contact the Cypress Public Works Department Corporation Maintenance Yard at 714-229-6760, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS
GRAFFITI ABATEMENT SERVICES

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: **December 15, 2021 at 10:00 a.m.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 12/14/2021

FIRM NAME: Woods Maintenance Services, Inc.

FIRM ADDRESS: 7250 Coldwater Canyon Avenue, North Hollywood, CA 91605

TELEPHONE: 818-764-2515

SIGNATURE: _____
Bidder

Estimated Annual Work Plan

Item No.	Description	Estimated Quantity	Unit Cost	Units	Total
1	Routine Graffiti Abatement (1 person crew)	1,105	$ 90.00	Hourly	$ 99,450
2	Routine Graffiti Abatement (2 person crew)	52	$135.00	Hourly	$ 7,020
3	Routine Graffiti Survey (1 person crew)	25	$ 75.00	Hourly	$ 1,875
4	Emergency Graffiti Abatement (1 person crew)	25	$135.00	Hourly	$ 3,375
5	Repaint Block Wall (per square foot)	1,200	$ 0.60	Square Foot	$ 720
Total Annual Estimated Cost					**$112,440**

AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
SUPERIOR PROPERTY SERVICES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2022 by and between the City of Cypress, a California municipal corporation ("City") and Superior Property Services, Inc., a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Cypress's Charter and Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Twelve Thousand Five Hundred Dollars ($112,500.00) (the "Contract Sum") annually, unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

RON BRUNECK — PRESIDENT

(Name) (Title)

NANCY HERNANDEZ — VICE PRES.
(Name) (Title)

CHRIS BRUNECK — SUPERVISOR
(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the Director of Public Works or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part, the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance, which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors'

reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement, as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials"), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City's choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor

shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District

Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition, a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs

the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 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 attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials 

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Cypress, a municipal corporation

Paulo Morales, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONTRACTOR:

Superior Property Services, Inc., a California Corporation

By: RONALD L. BRUNECK
Name:
Title: PRESIDENT

By:
Name: RONALD L. BRUNECK
Title: SECRETARY

Address: 9129 Perkins St.
Pico Rivera, CA 90660

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

COVID-19 Pandemic: Due to the current pandemic at the time of bid and time period for this contract to occur, the Contractor and their staff shall strictly adhere to social distancing, face coverings, and other safety measures necessary to keep the Contractors staff, City staff, and the general public safe. The Contractor shall submit for the City's approval, the Contractors health and safety plan as it relates to the pandemic.

All work embraced herein shall be accomplished in accordance with the applicable portions of the "The Brown Book – City of Cypress Supplement to the Standard Specifications for Public Works Construction," Latest Edition, and applicable amendments.

The Contractor may obtain the "The Brown Book" by downloading it through the City's website at: **http://www.ci.cypress.ca.us/public_works/standard_plans.html**.

SCOPE OF SERVICES

1.0 TERM, TRANSITION OF SERVICES, SCHEDULE AND PERFORMANCE FAILURES & GRAFFITI HOTLINE

1.1 The resulting contract is intended not to exceed two calendar years with no Consumer Price Index (CPI) adjustments during the initial term. The City may extend the term three additional one calendar year terms with no CPI adjustments.

1.2 In the event Contractor fails to adhere to any service, performance response or reporting schedules, the City shall provide notification for the 1st failure, withhold $25 for the 2nd failure, withhold $50 for the 3rd failure, and withhold $75 for the 4th and subsequent failures thereafter. Failure withholdings shall be withheld on a per street, per location or per occasion basis as determined by the City Representative. Contractor shall be notified both verbally and in writing each time its performance is unsatisfactory and payment reductions are anticipated.

1.3 In addition to withholding for failures as noted in Section 1.2, the City reserves the right to hire a separate contractor to perform incomplete or unsatisfactorily completed work or perform the incomplete or unsatisfactorily completed work using in-house City crews, materials and equipment. Costs associated with using a separate contractor or performing work using in-house City crews will be paid for by the Contractor and payment for those services will be deducted from monthly payments due to the Contractor.

1.3 Contractor shall provide and monitor a Graffiti Hotline immediately upon starting this contract. Contractor shall obtain and pay for a local phone number. Graffiti locations indicated on the hotline shall be monitored daily, logged daily, and removed within 24-hours of receipt.

2.0 GRAFFITI REMOVAL

2.1 Contractor shall use and furnish, at his own expense, all labor, supervision, equipment, materials, and transportation necessary for the satisfactory performance of graffiti removal services to public and private properties in the City of Cypress, as directed in conformance with all terms and conditions set forth in the scope of services. Ghosting or bleeding of graffiti through new surface material or original surface material is not acceptable.

2.2 **Contractor will be required to work throughout the City Monday through Friday for five (5) hours each day. Five (5) hours of work shall be billed utilizing Bid Item No. 1 for most or all work and No. 3 for some work if only survey is being performed. Contractor shall select a five (5) hour window to work which shall be consistent each day. Contractor shall physically be working and in the City for the entire five (5) hour window and drive time to and from the Contractors office shall not be included in the five (5) hour window. The City will pay for five (5) hours of work each day. Bid item No. 2, 4 and 5 will only be performed if scheduled by the City Representative.** Routine graffiti abatement shall be removed Monday through Friday during normal work hours between 7:00AM – 4:00PM, by the Contractor within 24-hours of notice by the Contractor, by a resident or by a City representative. (i.e. Graffiti noticed at 1:00 p.m. on Friday shall be removed by the next work day which would be prior to 1:00 p.m. on the following Monday unless it is deemed as an emergency, whereby it shall be removed on Friday as an Emergency Request as described in Section 5.0 "Emergency Request" in these Scope of Services. Emergency work performed during normal work hours shall be paid for under "Routine Graffiti Abatement". Emergency work performed outside of normal work hours shall be paid for under "Emergency Graffiti Abatement".)

1) <u>City Observed Holidays</u>

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day
Veterans Day	Days after Christmas Day and before New Year's Day

Actual dates holidays are observed may change from year to year. The Contractor is responsible for obtaining an updated

holiday date listing from the City Representative at the beginning of each contract term.

2.3 **Contractor shall bill the City for five (5) hours of service each day that they work in the City or for two (2) hours during any call out for service. A typical five (5) hour day may consist of five (5) hours being applied to Bid Item No. 1 - "Routine Graffiti Abatement" if graffiti is actively being removed or under a different combination such as three (3) hours being applied to Bid Item No. 1 – "Routine Graffiti Abatement" for actively removing graffiti and two (2) hours being applied to Bid Item No. 3 – "Routine Graffiti Survey" if graffiti is not actively being removed and if the technician is solely only looking for graffiti to be removed the following day, all depending on the needs of the City.**

2.4 There shall be no separate mobilization or demobilization paid for while working in the City each day or on any call out. Contractor shall include all costs associated with graffiti abatement as included in the hourly costs provided in the Proposal Bid Sheet. No additional payment shall be made to the Contractor thereafter.

2.5 Treatment for graffiti removal shall be executed on the affected areas only. Contractor shall determine the most effective method of removal at each location. The method(s) of removal shall vary depending on the condition of the surface. The City reserves the right to determine the method(s) of removal.

2.6 It is estimated that 50% of the graffiti removals consist of re-painting surfaces and the other 50% consist of sand-blasting, chemical blasting or a combination of the two. These percentages are only an estimation and increases to the hourly unit price for these percentages being different in any way will not be entertained by the City.

2.7 Contractor shall remove graffiti from surfaces that include, but are not limited to the following:

1) *Stucco Walls* – Apply adequate coats of matching color exterior stucco paint to remove Graffiti.

2) *Wood Walls/Beams/Posts* – Apply adequate coats of matching interior or exterior wood paint to remove Graffiti.

3) *Concrete/Masonry Walls* – Wire brushing, painting, sand or water blasting, or the application of solvent. Use graffiti resistant sealant where necessary.

4) *Fences* – Wire brushing, painting, or the application of solvent. Use graffiti resistant sealant where necessary.

5) *Curbs, sidewalks, asphalt, signs (city-owned traffic signs), signs (other than city-owned traffic signs), vehicular bridges, railroad bridges, utility poles, traffic signals, street lights, interior/exterior park restrooms facilities and pavilions; park benches, tot lot play area and equipment, and other structures* – Sand or water blasting, painting, wire brushing or clean with solvents.

6) *Etched items* – Etchings that can be repaired by painting shall be handled by the contractor (excluding glass or mirrors). If the contractor is aware of etched glass, it is the contractor's responsibility to report the etched glass or mirrors to the City.

7) *Utility Boxes* - Wire brushing, painting, sand or water blasting, or the application of solvent.

8) *Trees* and Landscape Materials – Water or steam blast, using low pressure.

2.8 At any time during the contract period and upon request, Contractor must demonstrate graffiti removal to the Director of Public Works, or his designee, at a designated location, at no cost to the City.

3.0 MATERIALS AND EQUIPMENT

3.1 The Contractor shall properly prepare all stucco, masonry, wood, metal and other exterior surfaces in a manner that will result in an acceptable bonding of the applied paint and deter the visibility of graffiti. The Contractor shall use "ER-Gard E400 Elast-A-Bond" or the equivalent in the painting of exterior surfaces. The use of lead-based paint is prohibited.

3.2 The Contractor shall provide a gas driven airless spray-unit (minimum 2500 PSI), and a gas driven pressure washer and sandblaster (minimum 2500 PSI), and such other equipment as may be necessary to perform graffiti removal (e.g. ladders, brushes, etc.).

1) Water and debris from steam blasting, pressure washing and sandblasting shall be vacuumed up and not allowed to leave the work site. Contractor shall prevent all runoff and debris from leaving the work site and shall not allow any water or debris to enter the City's storm drain system.

2) Contractor is <u>not</u> allowed to fill up with water at the City's privately owned fire hydrant located at the City's Corporation Yard at 5285 Cypress Street, Cypress, 90630.

3.3 Contractor shall exhibit the Contractor's business name clearly legible on the side of transportation vehicles used in the removal of graffiti in the City of Cypress. This vehicle shall also advertise that it is "Under Contract with the City of Cypress for Graffiti Removal Services" and the vehicle shall contain a graffiti hotline phone number maintained and operated by the Contractor per Section 1.3 of these Scope of Services.

3.4 Contractor shall provide Material Safety Data Sheets (MSDS) to the City for all chemicals used for graffiti removal.

4.0 CLEAN UP

4.1 All properties on which work has been performed shall be clean of all debris, dust, residue, or excess paint. All employees shall wear clean clothing in the performance of their duties. Equipment shall be clean and maintained in a safe operating manner.

4.2 Contractor and its agents shall comply with all applicable provisions of the Clean Air Act [42 USC 1857 et. seq., as amended by Public Law 91-604].

5.0 EMERGENCY REQUEST

5.1 Contractor shall promptly respond to emergency requests for service within two hours of notice from the City. Emergency incidents include, but are not limited to graffiti which contains racial slurs, is pornographic in nature or targets individuals for retaliation. The City shall make the ultimate determination of what is and is not an emergency. If the Contractor has not responded within the two hour time frame to complete the service, the City will reserve the right to hire another vendor to take care of the emergency and the Contractor will be required to pay $200 for the service or the billed (amount withheld from monthly invoice) in accordance with Section 1.2 and 1.3, the amount whichever is the greater.

5.2 Graffiti abatement services provided during normal work hours shall be paid for under "Routine Graffiti Abatement" as described in Section 2.2. Work performed outside of normal work hours, weekends and holidays shall be paid for under "Emergency Graffiti Abatement".

5.3 Employees shall be available by cellular smart phone for emergency response. All calls to the Contractor from the City shall be responded to within thirty minutes.

6.0 AREA SURVEY

6.1 Contractor shall continually survey (be on the lookout) the entire City on an ongoing basis while moving from one graffiti location to another. Graffiti

sites include all public and private (block walls and fences adjacent to public property) property within the City limits of Cypress including such areas as facility buildings and roofs, block walls abutting up to City owned right-of way and facilities, all City parks (See Map: Location of Work at end of this Exhibit "A" for park locations) including remote areas of City parks, the abandoned Coyote Creek Railroad Bridge, Lincoln Avenue Bridge over Coyote Creek, Stanton Channel adjacent buildings/block wall/asphalt trail/access road/landscape berm, abandoned railroad right-of-ways, traffic signals, street lights, four City owned pump stations, utility boxes, block walls adjacent to right-of-ways, fences, asphalt, sidewalks and along bike trails. There are approximately 106 miles of public street surface located in the City and approximately 65 acres of parkland. If requested by the City Representative, Contractor shall sign in and out at the Public Works Corporation Yard prior to commencing and ending work.

6.2 The only areas of exception not covered under this contract are: City facility construction sites, unincorporated areas lying outside the boundary of the City limit, and the inside of the Orange County and Los Angeles County flood control channels (bike trails and access roads adjacent to channels and surrounding areas are included under this contract; not included are the actual drainage portion of the channels themselves). The following streets are private and do not require abatement services:

Arbor Lane	Balboa Lane	Barclay Way	Brownstone Circle
Bryant Court	Cabrillo Way	Candlestick Lane	Carlyle Court
Casa Grande Circle	Casa Verde Drive	Cedarview	Churchill Court
Cobblestone Lane	Colgate Drive	College Circle Drive	Del Rio Way
Embassy Way	Fieldbrook Lane	Fielding Court	Grand Circle
Harmony Way	Jacaranda Lane	Jasmine Way	Laguna Way
La Jolla Way	Lantana Way	Lido Way	Lincoln Plaza Way
Linda Lane	Lindsey Lane	Mamota Way	Montecito Way
Newport Way	Pacifico Way	Pam Court	Paloma Court
Playa Way	Plumeria Lane	Pradera Way	Primavera Lane
Promisa Way	Riva Drive	Rutgers Court	Sonora Way
Stonehenge Lane	Stratton Court	Twin Lakes Drive	Villa Way
Walker Court	Wicker Drive		

6.3 City reserves the right to determine any and all areas that should be covered under this contract.

7.0 CONTINUING DUTIES

7.1 For the term of the agreement, the Contractor shall remove any and all graffiti within the City on public and private property, within 24-hours from notice provided from the public to the Contractor, notice of the Contractor and of any written and oral notice to do so from the Director of Public Works,

or his designee unless there is inclement weather. Upon completion of the work, Contractor shall submit an invoice to the Director of Public Works or his designee no later than the 15th working day of the following month.

7.2 Contractor shall document graffiti removals daily using the online Tracking Automated and Graffiti Reporting System (TAGRS) or other automated tracking and reporting system via a dedicated web portal that the Contractor developed for their sole use that integrates without issues to the TAGRS system upon approval of the Director of Public Works or his designee. Refer to www.594graffiti.com for information about the system. Contractor shall provide equipment necessary to document graffiti that includes photo documentation and location (global position system) tracking. Contractor shall integrate their reporting system into a City made web portal at no additional cost to the City if requested by the City in the future. Failure of the Contractor to document graffiti removals in TAGRS will result in monthly payments being withheld by the City until such time that the Contractor performs the said documentation. Repeated documentation failures may lead to termination of the contract.

7.3 Photographs shall be taken in a manner that the graffiti location can be identified by an address or area around it and from a distance to be visually identifiable. Photographs shall be taken both before and after abatement is completed. All photographs shall be submitted real-time.

7.4 If requested by the City Representative, Contractor or his employee shall report to the Maintenance Division on scheduled work days in the City to log in time of arrival and again to log end of shift. If weekend work is warranted, time log shall be done electronically via email or text message to the City's Representative.

7.5 Contractor shall submit reports on a daily basis along with a monthly summary of activity of services that shall include:

1) Daily report of location of graffiti sites, description of graffiti, work order number or police log number and a corresponding identifier to the photograph submitted on an Excel spreadsheet, either on a thumb drive or emailed to the Director of Public Works or his designee on a monthly basis with the monthly invoice.

8.0 PAINT MATCHING

8.1 It is mandatory that Contractor be equipped with a laboratory capable of matching paint. A paint matching demonstration may be requested to be provided to the Director of Public Works or his designee at any time during the contract period.

9.0 GUARANTEE

9.1 Contractor shall guarantee all work done hereunder against failure due to defective materials and/or faulty workmanship for a period of one year from the date of service. City shall be sole judge of workmanship.

9.2 Contractor is solely responsible for any damages caused by over-spraying while removing graffiti from public and private property.

9.3 Contractor at its expense shall satisfactorily correct any work in need of correction within 24-hours of said notification by City.

10.0 INVOICING

10.1 Each invoice shall include a breakdown of abatements completed at the Civic Center, other city owned buildings, parks, and streets. Upon completion of the work, the Contractor shall submit an invoice to the Director of Public Works or his designee no later than the 15th working day of the following month.

11.0 COMPLIANCE WITH LAW

11.1 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

11.2 Contractor shall be in possession of a valid State License A or combination of C-33 (Painting and Decorating) and C-61 (Sandblasting), to qualify the bidder to perform as prime Contractors. Contractor shall obtain and pay for a City business license and obtain a Public Works permit after the bids are opened, and after the contract is executed, but prior to issuance of a purchase order.

11.3 Contractor and subcontractors shall be registered with the California Department of Industrial Relations (DIR) prior to submitting a bid. Only contractors and subcontractors that are registered with the DIR shall be permitted to perform work or labor or render service on this contract. Contractor and subcontractors shall pay prevailing wages for all work or labor or rendered services on this contract.

11.4 Contractor is responsible to determine and apply the appropriate rates for Prevailing Wage Determinations according to the type of graffiti abatement taking place at any given time during this contract. Contractor is responsible to adjust prevailing wage determinations for their employees anytime throughout a typical work day if and when the type of graffiti abatement changes.

11.5 STORM WATER QUALITY REQUIREMENTS The Santa Ana and San Diego Regional Water Quality Control Boards (RWQCB) have issued permits which govern stormwater and non-stormwater discharges resulting from areas owned and operated by the County of Orange, Orange County Flood Control District and incorporated cities of Orange County (collectively referred to as permittees). The RWQCB permits are National Pollutant Discharge Elimination System (NPDES) permits no. R8-2002-0010 and R9-2002-0001, respectively. Copies of the RWQCB permits are available for review.

1) In order to comply with the permit requirements, the permittees have developed a Drainage Area Management Plan (DAMP) which contains model maintenance procedures with Best Management Practices (BMP's) that parties conducting the municipal activities must adhere to. These model maintenance procedures apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality.

2) Work performed under this contract shall conform to the permit requirements, the DAMP, and the model maintenance procedures and must be performed as described within all applicable model maintenance procedures. Contractor shall fully understand the model maintenance procedures applicable to activities that are being conducted under this contract prior to conducting them and maintain copies of the model maintenance procedures throughout the contract duration. The applicable model maintenance procedures are included as an exhibit of this contract. Contractor shall find the most recent available model maintenance procedures at the following website:
http://www.ocwatersheds.com/StormWater/documents_bmp_intro.asp

3) The following table applies to this contract:

BMPs and Related Documents: Existing Development BMP's Industrial/Commercial

BMP #	BMP Name
IC11	Outdoor Process Equipment Operations & Maintenance
IC14	Painting, Finishing, & Coatings of Vehicles, Boats, Buildings, & Equipment
IC17	Spill Prevention & Cleanup
IC19	Vehicle & Equipment Maintenance & Repair
IC21	Waste Handling & Disposal

4) Evaluation of activities subject to DAMP requirements performed under this contract will be conducted to verify compliance with DAMP requirements and may be required through contractor self-evaluation as determined by the City.

MAP: LOCATION OF WORK

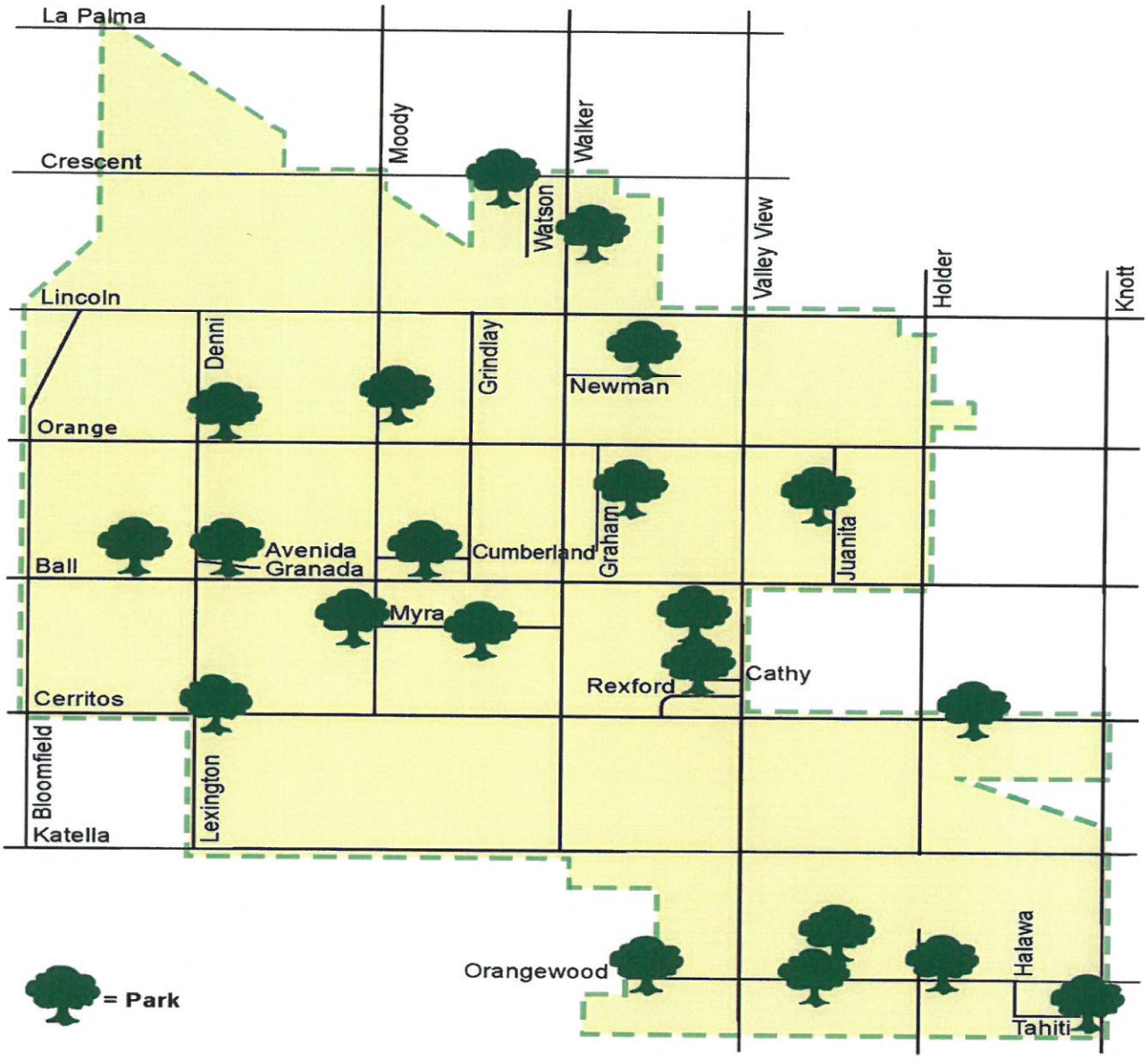


EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. **The title of Article 5 shall read as follows:**

"INSURANCE, INDEMNIFICATION, AND BONDS"

II. **Section 5.4 shall be amended to read as follows:**

"Performance Bond. Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his or her power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement."

IV. **Section 5.5 shall be added as follows:**

"Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager."

V. **Section 5.6 shall be added as follows:**

"Payment Bond for contracts over $25,000. Concurrently with the execution of their Agreement, if the contract sum specified in Section 2.1 of this Agreement is in excess of twenty-five thousand

dollars ($25,000), Contractor shall deliver to City a payment bond in the sum specified below, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The payment bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing pursuant to Section 4.3 of this Agreement to perform in whole or part the services required herein.

The payment bond shall be in a sum not less than that prescribed by law under California Civil Code § 3248, such that the bond shall be in the sum of:

(a) One hundred percent (100%) of the total amount payable by the terms of this Agreement if the total amount payable does not equal or exceed five million dollars ($5,000,000); or

(b) Fifty percent (50%) of the total amount payable by the terms of this Agreement if the total amount payable is not less than five million dollars ($5,000,000) and does not exceed ten million dollars ($10,000,000); or

(c) Twenty five percent (25%) of the total amount payable by the terms of this Agreement if the Agreement exceeds ten million dollars ($10,000,000).

If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a payment bond. Further, if the sum of the payment bond as required under California Civil Code § 3248 is different than the sum required under this Agreement, the sum specified in California Civil Code § 3248 is controlling.

VI. **Section 5.7 shall be added as follows:**

"Sufficiency of Insurer or Surety for Payment Bond. If Contractor must deliver a payment bond pursuant to Section 5.5 of this

Agreement, Contractor shall deliver, concurrently with the execution of this Agreement and delivery of said payment bond, to City the following documents:

(a) A certified copy of the Certificate of Authority of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact insurance in the State of California;

(b) A certificate from the Clerk of the County of Orange that the Certificate of Authority of the Insure or Surety has not been surrendered, revoked, canceled, annulled, or suspended; or, in the event the Certificate of Authority of the Insurer or Surety has been suspended, that renewed authority has been granted; and

(c) True and correct copies of the Insurer's or Surety's most recent annual statement and quarterly statement filed with the Department of Insurance.

Failure of Contractor to deliver these documents by the time of execution of this Agreement shall require City to refrain from entering the Agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of City, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure § 995.660."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **Section 2.1 shall be amended to read as follows:**

"Contract Sum. For services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. This is a maintenance contract. The City reserves the right to add or delete work in the City's sole discretion to best provide the service.

Consumer Price Index increases during the initial two (2) year term or subsequent three (3) year extensions will not be allowed."

II. Estimated Annual Work Plan:

Item No.	Description	Estimated Quantity	Unit Cost	Units	Total
1	Routine Graffiti Abatement (1 person crew)	1,105	$ 90.00	Hourly	$ 99,450
2	Routine Graffiti Abatement (2 person crew)	52	$135.00	Hourly	$ 7,020
3	Routine Graffiti Survey (1 person crew)	25	$ 75.00	Hourly	$ 1,875
4	Emergency Graffiti Abatement (1 person crew)	25	$135.00	Hourly	$ 3,375
5	Repaint Block Wall (per square foot)	1,200	$ 0.60	Square Foot	$ 720
Total Annual Estimated Cost					**$112,440**
Total Annual Estimated Cost (Rounded Up)					**$112,500**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Section 3.4 shall be amended to read as follows:**

"Term & Extended Term. Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of such services as may be requested by City from time-to-time, but not exceeding two (2) calendar years from the date hereof, except as otherwise provided in the Schedule of Performance. The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the initial term of this Agreement a maximum of three (3) extended terms of one (1) year each. In order to do so, City shall, not later than ninety (90) calendar days prior to the expiration of the initial term, give Contractor written notice, in the form and manner allowed by this Agreement, of its intention to extend the initial term of this Agreement for three (3) extended terms of one (1) additional calendar year each, which extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the parties hereto in writing signed by the party to be charged."

CITY OF CYPRESS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, the CITY OF CYPRESS (hereinafter called the "City") has awarded to, _____ _____(hereinafter designated as the "Principal") a Contract for **GRAFFITI ABATEMENT SERVICES, Maintenance Contract.**

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we_____, as Principal, and _____ _____ as Surety are held and firmly bound unto the City in the sum of_____ Dollars ($_____) this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, If the hereby bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then their obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

FURTHER, the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of the contract document or of the work to be performed thereunder.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of_____, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)

SURETY

By _____

_____

_____

_____
ADDRESS

(Seal)

PRINCIPAL

By X_____

X_____

_____

_____
ADDRESS

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.

CITY OF CYPRESS
LABOR AND MATERIAL BOND
(PAYMENT BOND)

KNOW ALL MEN BY THESE PRESENTS: That.

WHEREAS, the CITY OF CYPRESS (hereinafter called the "City"), has awarded to _____, designated as the ("Principal") a Contract for **GRAFFITI ABATEMENT SERVICES, Maintenance Contract.**

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or equipment used in, upon, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter at forth:

NOW, THEREFORE, we_____, as Principal, and _____ _____ as Surety are held and firmly bound unto the City in the sum of_____ Dollars ($_____) this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal or his or its subcontractors, or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or shall fail to pay any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or any amount required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect of such work and labor, then said Surety will Pay for the same, in an amount not to exceeding the sum set forth hereinabove, and also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons named in the aforesaid Civil Code Section 3181 so as to give a right of action to them or their assigns in any suit brought upon the bond.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no charges, extensions of time, alterations or modifications of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waived notice of any and all such changes, extensions of time, and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purpose be deemed an original thereof, have been duly executed by the Principal and the Surety here in named on the ____ day of _____, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents-duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)

SURETY

By _____

_____

_____

_____
ADDRESS

(Seal)

PRINCIPAL

By X_____

X_____

_____

_____
ADDRESS

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, **all** partners must sign it. If the Principal is an individual doing business under a fictitious name, all persons having an interest in the business must sign it, and the fictitious name must be signed also. Both the Principal and the Surety must notarize the bond.

WORKER'S COMPENSATION
CERTIFICATE OF INSURANCE

WHEREAS, the City of Cypress has required certain insurance to be provided by _____

_____;

WHEREAS, the City of Cypress specifically requires Worker's Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 each accident for bodily injury and $1,000,000 each employee for bodily injury by disease. Workers' Compensation Insurance shall not be required if the Contractor does not have any employees. If applicable, a letter confirming no employees shall be provided.

The following evidence of insurance is required for Workers' Compensation and Employer's Liability:

1. **Waiver of Subrogation:** The policy shall be endorsed to provide a waiver of subrogation stating that the insurer waives all rights of subrogation against the City of Cypress, its elected officials, officers, employees, volunteers, boards, agents and representatives.

NOW, THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time.

1. This certificate is issued to City of Cypress/Cypress Recreation and Park District, 5275 Orange Avenue, Cypress, California 90630.

2. The insureds under such policy or policies are: _____

_____

_____

3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds, as follows:

Policy Number	Effective Date	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Said policy or policies shall not be canceled, nor shall there be any reduction in coverage or limits of liability, unless and until thirty (30) days written notice thereof has been served upon the City Clerk of the City of Cypress.

By:_____
Its Authorized Representative

Date:_____

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

☐ Corporation ☐ Partnership ☐ Proprietorship

DATED:_____

FIRM NAME:_____

FIRM ADDRESS:_____

TELEPHONE:_____

SIGNATURE:_____
Contractor

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CITY OF CYPRESS/CYPRESS RECREATION AND PARK DISTRICT

The Contractor shall at all times during the terms of the contract, carry, maintain, and keep in full force and effect a policy or policies of comprehensive Public Liability Insurance with an insurance company acceptable to and approved by the City Attorney, with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the Contractor, together with an endorsement in substantially the form set forth. (Also, see Instructions to Bidders Section I-D Insurance.)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☒	GENERAL LIABILITY ☒ COMMERICAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ ☐ ____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC				EACH OCCURENCE	$ 1,000,000.00
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000.00
						MED EXP (Any one person)	$ 5,000.00
						FIRE DAMAGE (Any one fire)	$ 50,000.00
						PERSONAL & ADV INJURY	$ 1,000,000.00
						GENERAL AGGREGATE	$ 1,000,000.00
						PRODUCTS - COMP/OP AGG	$ 1,000,000.00
B	☒	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ____ ☐ ____				COMBINED SINGLE LIMIT (Each Occurrence)	$ 1,000,000.00
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
	☐	GARAGE LIABILITY ☐ ANY AUTO ☐ ____				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
	☐	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
C	☒	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☒ WC STATUTORY LIMITS ☐ OTHER	
						E.L. EACH ACCIDENT	$ 1,000,000.00
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00
	☐	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Cypress/Cypress Recreation and Park District is named as additional insured per attached endorsement regarding project _____.

CERTIFICATE HOLDER	CANCELLATION
City of Cypress/Cypress Recreation and Park District 5275 Orange Avenue Cypress, CA 90630 Tel: 714.229.6741 Fax: 714.229.0154	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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GENERAL LIABILITY ADDITIONAL INSURED ENDORSEMENT
CITY OF CYPRESS/CYPRESS RECREATION AND PARK DISTRICT

Named Insured and Address: _____

_____

_____

General description of agreement(s) and/or activity(s) insured:

_____

_____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Cypress/Cypress Recreation and Park District, its departments, officers, agents and employees are insureds thereunder in relation to those operations, uses, occupations, acts and activities described generally above with regard to operations performed by or on behalf of the named insured, and the policy shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers.

2. Such insurance shall be primary and not contributing with any other insurance maintained by the City of Cypress/City of Cypress Recreation and Park District (insured). Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention in order to assure coverage as an "additional insured."

3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to the City Clerk of the City of Cypress by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

Address Cancellation Notice As Follows:

City Clerk of the City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Issue Endorsement To:

City of Cypress/Cypress Recreation and Park District
5275 Orange Avenue
Cypress, CA 90630

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy to which this endorsement is attached.

Endorsement No. _____

Effective Date _____

Policy No. _____

Insurance Company Name and Address: _____

_____

I, _____ (type or print name), hereby declare under penalty of perjury and under the laws of the State of California that I have the authority to bind the above-named insurance company to this endorsement and by my execution thereof, do bind said company.

_____
Signature of Authorized Representative

Executed at _____, California on _____, 2022.

INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS
CITY OF CYPRESS

This form is INSTRUCTIONS ONLY - It is not to be signed or used in conjunction with the Agreement or any other forms that must be turned into the City - It is simply a format to use when filling out documents.

1. By an Individual. The individual must sign the instrument and if he/she is doing business under a fictitious name, the fictitious name must be set forth.

2. By a Partnership. The name of the partnership must be set forth followed by the signature of all of the partners. The signatures must be acknowledged before a Notary Public. The signatures of less than all the partners will be acceptable only if submitted with evidence of authority to act on behalf of the partnership.

3. By a Corporation. The name of the corporation must be set forth followed by the signatures of the President or Vice President and Secretary or Assistant Secretary. The signatures must be acknowledged before a Notary Public, using in substance the following form of acknowledgment.

4. By a Surety. The name of the surety must be set forth, followed by an authorized signature. The signature must be acknowledged before a Notary Public.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2022, before me, _____, notary public, personally appeared _____, ¨ personally known to me - OR - ¨ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary

CAPACITY CLAIMED BY SIGNER:

¨ Individual(s)
¨ Corporate _____
Officer(s) _____
Title(s)
¨ Partner(s) ¨ Limited
¨ General
¨ Attorney-in-Fact
¨ Trustee(s)
¨ Guardian/Conservator
¨ Other _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____

_____

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **10.**

FROM: Douglas Dancs, Director of Public Works

DATE: 05/23/2022

SUBJECT: **Award an On-Call Contract for Traffic Control Services**

RECOMMENDATION

Award a contract services agreement for on-call traffic control services to Southern California Barricades.

DISCUSSION

Periodically, the Public Works department needs additional resources for traffic control set up for special events such as the 5/10k run. An on-call contract for these service will provide the City with the flexibility to implement a wide scope of traffic control and provide high quality services for special events, emergencies, and on an as-needed basis.

Public Works issued Requests for Proposals to fifteen contractors and posted it on the City website. Southern California Barricades, a Cypress-based company, was the only contractor that submitted a proposal and was selected by a qualification-based procedure. Public Works, Recreation and Community Services, and the Police Department personnel interviewed Southern California Barricades and determined they were highly qualified. Southern California Barricades has done similar work for over 30 years, including marathons and 5/10k runs in the cities of Los Angeles, San Diego, Carlsbad, Mission Viejo and Cypress in 2019.

The initial term of the on-call contract is three years with an option for two one-year extensions. Prior to starting any new services for a particular project, the contractor will provide a scope of work, project schedule, and cost proposal for review. If the proposal is approved, a task order will be issued within budgetary authority.

BUDGET IMPACT

Sufficient budget appropriations must be available prior to the approval of a task order for any on-call traffic control services.

LEGAL REVIEW

The City Attorney has approved this agreement as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Contract Services Agreement
Qualifications

AGREEMENT FOR ON-CALL TRAFFIC CONTROL CONTRACT SERVICES BY AND BETWEEN THE CITY OF CYPRESS AND COAST HILLS, INC DOING BUSINESS AS (DBA) SOUTHERN CALIFORNIA BARRICADES, A CALIFORNIA CORPORATION

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 20__ by and between the City of Cypress, a California municipal corporation ("City") and Coast Hills, Inc. DBA as Southern California Barricades, a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Cypress's Charter and Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed (see Exhibit "C") Dollars (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Contractor contracts. Sub-Contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

JIM SPRINKEL PROJECT MANAGER
(Name) (Title)

DANIEL SAPIEN SR. TRAFFIC TECH
(Name) (Title)

ANDREW RAMIREZ SR. TRAFFIC TECH
(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the Director of Public Works or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent Contractor of City and shall remain at all times as to City a wholly independent Contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by

or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of

Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor

agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials"), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City's choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents

without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other

appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action

or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 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 attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials JDS

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Cypress, a municipal corporation

Paulo Morales, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONTRACTOR:
Coast Hills, Inc. DBA Southern California Barricades, a California Corporation

By:
Name: JAMES D. SPRINKEL
Title: PRESIDENT

By:
Name: SHARON L. SPRINKEL
Title: SECY. /TREAS.

Address: 5930 Lakeshore Drive
Cypress, CA 90630

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'SSIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

A-1 SPECIFIC Requirements for Scope of SERVICES

A-1.1 Provide on-call traffic control contract services for community events and on an as-needed basis.

A-1.2 Contractor shall provide on-call traffic control contract services for community events and on an as-needed basis; work hand-in-hand with the City staff in accordance to Task Orders that may be approved from time to time for community events and on an as-needed basis; provide leadership to the Maintenance Division of the Public Works Department, Recreation and Community Services Department, and work in close partnership with City staff. Contractor shall perform all tasks using professional organization, documentation and communication skills.

A-1.3 In general, the Contractor shall provide on-call traffic control services for community events and on an as-needed basis, under the supervision and direction of the Maintenance Superintendent and/or Maintenance Supervisor. Contractor staff is responsible for providing day-to-day professional and sub-professional traffic control activities for the Public Works Department, relating to community events and on an as-needed basis; to coordinate work; and to perform other related duties as required.

A-1.4 Examples of duties to be outlined in Task Orders provided by the City and to be performed by Contractor include, but shall not be limited to: understanding and interpreting specifications, contract documents, Task Orders, California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Manual for traffic control services including, but not limited to lane closures, street closures, pedestrian and bike traffic control, barricades, signage, and flagging; coordinates contracts with contractors, utility companies, other City Departments including but not limited to the Police Department, and other public agencies; providing technical information to personnel in other departments and the public; providing technical support to the Public Works Department; investigating community complaints, and preparing recommendations for necessary responses and action in order to keep the motoring public and all persons safe at all times; and perform other related duties as assigned.

A.1.5 Contractor shall provide/supply their own company vehicles, including trailers if needed, traffic control equipment, and anything necessary to provide complete traffic control set ups and take downs. All vehicles and equipment shall be clean and in good condition, to the satisfaction of the Maintenance Superintendent or his designee.

A-1.6 Contractor shall provide a highly qualified team to the City in order to assist the Public Works Department with on-call traffic control services for community events and on an as-needed basis. Contractor will work hand-in-hand with the City's Public Works Department to ensure that work is being completed in accordance with standards set forth as required by task orders.

A-1.7 Contractor will be issued Task Orders from time to time to provide traffic control services for community events and on an as-needed basis. Community events where task orders may be issued include, but are not limited to 5/10K Community Run, Holiday Sing, Fourth of July event, Civic Center Community Cleanup event, and emergency traffic control set ups and road closures.

A-1.8 Prior to starting any work, Contractor shall submit a proposed, detailed Task Order scope of services, fee proposal, schedule, and over-all project estimate, to the Contract Officer for approval. No work shall begin until written approval by the Engineering Division.

A-1.9 Scope of Services and number of hours for each Task shall be upon mutual agreement by the City and the Contractor.

A-2 General Requirements for Scope of SERVICES

A-2.1 Invoices: The Contractor shall submit not more than one invoice a month and shall obtain a copy of the accounts payable schedule. The invoice will be in a format that is acceptable to Contract Officer and shall detail individual personnel who worked on the project, specific tasks performed, hours worked, billing rate, total costs, and previous billing history, percentage of work completed, percentage of dollars spent. The Contractor shall prepare invoices that show costs against each major milestone task. An updated schedule shall be provided with each submitted invoice.

The Contractor shall notify the Contract Officer when the cumulative compensation payable under any Task Order has reached 75% of the estimated not to exceed price. If at any time the Contractor has reason to believe that the total cost to the Authority for the performance of the Task Order will be greater or substantially less than the not to exceed estimate, the Contractor shall notify the City in writing to that effect and give its revised estimate of the total cost for the performance of the task Order. The notice shall state the estimated amount of additional funds required to continue performance for the remainder of the Task Order. In no event is the Contractor authorized to exceed the Task Order "not to exceed price" without prior written approval from the City.

A-2.2 Computer Files: At the conclusion of each Task Order, or mutually agreed milestones, the Contractor shall supply the City with a digital and editable copy of all files that are included in the hard copy submittal. The Contractor shall use or transfer files into the following formats: Word Processing: Microsoft Word, Spreadsheets: Microsoft Excel, Google Docs, Databases: Microsoft Access, GIS: ArcView, Drawings: AutoCAD. All final plans and digital files shall be submitted via an online fileshare method or submitted on a flash drive.

The City shall have the right to use, duplicate, modify or disclose the technical data and the information contained therein.

A-2.3 Key Personnel: The Contractor shall not reassign any personnel mentioned in the RFQ/RFP/Interview process unless under extraordinary circumstances. The Contractor shall secure the prior written approval of the City for any change or reassignment of the key personnel, submitting written documentation of the new individual's qualification.

The Contractor's project manager shall supervise and direct the services, and have overall responsibility for the services in accordance with the Contractor agreement and Scope of Work. The Contractor shall be solely responsible for implementation of all Contractors services, means, methods, techniques, sequences, and procedures and for coordination of all portions of the services.

All workers shall have sufficient skill and experience to perform the work assigned to them. The City shall have the right, in its absolute discretion to require the removal of the Contractor's personnel at any level assigned to the performance of the Services at no additional fee to the City, if the City considers such removal necessary and in its best interest and request such removal in writing. Further, an employee who is dismissed for any of the above reasons shall not be re-employed on this Contract.

A-2.4 UNAUTHORIZED WORK: Any services not required by the terms of a Task Order that are performed without written authority from the Contract Officer, will be considered as unauthorized and at the sole expense of the Contractor. Services so performed will not be paid for, and no extension in the period of performance shall be granted on account thereof.

A-2.5 AUDITS: The Contractor shall keep and maintain full and complete records and books of account of its costs and expenses relating to the performance of the Services, in accordance with generally accepted accounting practices. Such records and accounts shall permit the Contractor to furnish the City, upon written notice, an accurate written allocation of the costs to the various elements of the Services, as may be required by the Authority. Upon reasonable advance written notice, the City or its representatives shall have the right to examine, any books, records, accounts, and other documents of the Contractor directly pertaining to costs when such costs are the basis of a claim or of reimbursement to the Contractor hereunder. The City will make reasonable efforts to assure that any such representative is not a competitor of the Contractor to which the disclosure of such cost information would have a detrimental effect on the Contractor's business. The City shall notify the Contractor with the identity of any representative and the Contractor will have the right to verify that the representative is not a competitor prior to the audit. The Contractor shall keep and preserve all such books, records, accounts, and other documents for a period of at least three years after completion of the Services and Final Payment or if this Contract is terminated in whole or in part after the final termination agreement.

A-2.6 CONTRACTOR'S INTERACTION WITH MEDIA AND THE PUBLIC: The Contractor shall refer all inquiries from the news media to the City. If the Contractor receives a complaint from a citizen or the community, the Contractor shall inform the Contract Officer what action was taken to alleviate the situation.

A-2.7 SUB-CONTRACTORS/SUBCONTRACTOR: The City reserves the right of prior approval of all sub-Contractors and retains the right to request the Contractor to terminate any sub-Contractor, for any reason deemed appropriate by the City, by so notifying the Contractor in writing. Should said notification be submitted to the Contractor, it shall terminate said sub-Contractor immediately.

The City shall have no liability to any sub-contractor(s)/Contractor(s) for payment for services under this Contract or other work performed for Contractor. Any subcontract entered into by Contractor under the contract shall duly note that the responsibility for payment for the technical services or any other services performed shall be the sole responsibility of the Contractor.

A-2.8 Direct Expenses: It is expected that the Contractor has extensive knowledge and experience performing this type of work. If requested by the City, the Contractor shall prepare a not to exceed budget for direct expenses and breakdown costs for services such as copying, blue prints, computer time, reproduction, delivery, and any other foreseeable expense not covered in the Contractor's hourly rates. Therefore, the Contractor shall receive no additional compensation beyond that which is detailed in their budget, subject to the following exception: Should damages occur to Contractor's traffic control devises listed below while providing the community events services that are not recoverable by Contractor's insurance, despite good faith efforts by Contractor to seek such recovery, City shall reimburse verified damages to the following items:

(i) Changeable Message Signs- $12,000.00 Each
(ii) Flashing Arrow Boards - $3,750.00 Each

Any other damages to Contractor's equipment shall not be recoverable and subject to the terms of this Agreement.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. **DELETE** subsection 1.1 and **REPLACE** with the following:

"1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those on-call services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. Contractor acknowledges and agrees that City has no obligation to utilize Contractor under this Agreement. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances."

II. **DELETE** subsection 1.8 and **REPLACE** with the following:

"1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in a particular Task Order, as defined in Exhibit "A," or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation up to the amount authorized by the City Council ("Task Order Contingency"); or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Contractors. No claims for an increase in the Contract Sum or time for

performance shall be valid unless the procedures established in this Section are followed.

II. **DELETE** subsection 2.1 and **REPLACE** with the following:

"2.1 Contract Sum. For on-call services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. For each Task Order, as defined in Exhibit "A," Contractor shall provide a not-to-exceed Task Order amount as further described in Exhibit "A" ("Contract Sum")."

III. **DELETE** subsection 3-4 and **REPLACE** with the following:

"3.4 Term & Extended Term. Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of such services as may be requested by City from time-to-time, but not exceeding three (3) calendar years from the date hereof, except as otherwise provided in the Schedule of Performance. The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the initial term of this Agreement a maximum of one (1) extended term of two (2) years. In order to do so, City shall, not later than ninety (90) calendar days prior to the expiration of the initial term, give Contractor written notice, in the form and manner allowed by this Agreement, of its intention to extend the initial term of this Agreement for one (1) extended term of two (2) additional calendar years, which extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the parties hereto in writing signed by the party to be charged."

IV. **DELETE** subsection 4.5 and **REPLACE** with the following:

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, except for a transfer to Southern California Barricades, Inc., which is hereby approved following the asset sale from Contractor to Southern California Barricades, Inc., neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. When the transfer from Contractor to Southern California Barricades, Inc. is complete, Contractor shall provide City formal written notification of the effective date of the transfer no more than seven (7) days after the effective date of such transfer, as well as the Principals, as required by Section 4.1, new EIN and CSLB numbers and any other information about Southern California Barricades, Inc. as may be requested by City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a

cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

V. **The title of Article 5 shall read as follows:**

"INSURANCE, INDEMNIFICATION, AND BONDS"

VI. **Section 5.1(d) shall be removed in its' entirety:**

~~"5.1 Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage."~~

VII. **Section 5.5 shall be added as follows:**

"Sufficiency of Insurer. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Contractor's fee shall be negotiated, for each Task Order, on a Time and Material, Not-to-Exceed basis, in accordance with the hourly rate schedule, attached hereto as Exhibit "C-1".

II. All Task Orders must be performed within the budgetary limits established for each project, unless authorized otherwise, in advance in writing, by the Contract Officer.

III. All Task Orders shall be specified in writing, including, but not limited to, the Not-to-Exceed fee for services rendered.

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

EFFECTIVE APRIL 13, 2022

Item No.	Description of Work	Unit of Measure	Monthly	Weekly	Daily
1	Changeable Message Sign	Each	$ 1,035.00	$ 345.00	$ 175.00
2	Flashing Arrow Sign	Each	$ 650.00	$ 225.00	$ 75.00
3	48" Rollup Sign w/ Stand	Each	$ 42.00	$ 14.00	$ 4.00
4	Small Traffic Sign w/ Type I Barricade	Each	$ 30.00	$ 10.00	$ 2.00
5	Type 1 Barricades	Each	$ 15.00	$ 5.00	$ 1.00
6	Type 3 Barricades	Each	$ 45.00	$ 15.00	$ 3.00
7	Traffic Cone (Per 100)	Each	$ 750.00	$ 250.00	$ 100.00
8	Delineator (Per 100)	Each	$ 750.00	$ 250.00	$ 100.00
9	6' Water-filled Barrier	Each	$ 60.00	$ 25.00	$ 5.00
10	10' Parade Barricade	Each	$ 45.00	$ 15.00	$ 3.00
11	7' Metal Bike Rack Barricades	Each	$ 30.00	$ 10.00	$ 5.00
12	Traffic Control Truck	Each			$ 140.00

Item No.	Description of Work	Regular Time	Overtime	Double-time	Night & Weekend	Holiday Rate
1	Traffic Control Supervisor - Prevailing Wage	$ 100.00	$ 129.00	$ 157.00	$ 129.00	$ 157.00
2	Traffic Control Labor - Prevailing Wage	$ 98.00	$ 125.00	$ 152.00	$ 125.00	$ 152.00
3	Traffic Control Plan Design	$ 80.00	$ 105.00			
4	Project Manager	$ 75.00	$ 100.00			
5	Clerical/Administrative	$ 57.00	$ 79.00			

NOTES:

1. Contractor shall furnish labor, material and equipment in strict accordance with the Request For Qualifications and Request For Proposals for On-Call Traffic Control Services that was approved for advertising on March 28, 2022.

2. Labor rates for Item #1 and #2 are based upon the current Southern California Master Labor Agreement. The current Master Labor Agreement is scheduled to expire on 7/31/2022, and forecasted rates/increases are not available at time of execution of this agreement.

3. Quoted labor rates for Item #1 and #2 will be subject to increases after 7/31/2022, in accordance with new published Master Labor Agreement rates, terms and conditions, including any periodic increases. Newly published labor rates for Item #1 and #2 shall be implemented as the most current rate when changes occur.

4. The Schedule of Hourly rates is effective April 13, 2022. Rates other than quoted labor rates for Item #1 and #2 may be adjusted after that date to compensate for increases of inflationary trends, upon approval of the Contract Officer.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

D-1 Hourly rates, set forth in Exhibit "C-1", may be modified upon approval of the Contract Officer, on an annual basis.

D-2 Specific work shall be implemented by means of Task Orders, issued in writing by the Contract Officer to the Contractor, including, but not limited to, a Not-to-Exceed fee for services rendered for each Task Order.

D-3 In the case of emergency work, Contractor shall be available to provide services within 48 hours, in response to issuance of a Task Order by the Contract Officer.

Southern California Barricades

KNOWLEDGE * SAFETY * PERFORMANCE

5930 Lakeshore Drive
Cypress, CA 90630

From: Marizela
Phone: (714) 676-8460
Fax: (714) 763-4308
Email: marizela@scbarricades.com
www.scbarricades.com

License #786758
DIR# 1000861326

TO: City of Cypress
Attn. Public Works Department

Quote # 22-04111
Date April 13, 2022
Phone
Ext.
Email

Request For Statement of Qualifications & Request For Proposals

We propose to furnish labor, material and equipment in strict accordance with the plans and specifications as follows:

Project Name: On-Call Traffic Control Contract Services
Project Location: Cypress, California

3b. History and Qualifications

Southern California Barricades, Founded 1990, Incorporated 1994.
Located in Long Beach to 1995, Buena Park to 2011, Currently operating in Cypress.

Owner, James D. Sprinkel

Located in Cypress, California, Southern California Barricades is engaged in the business of providing temporary work zone traffic control equipment and devices for construction projects and special events.

The majority of construction related traffic control work is performed for contractors on roads, streets, and highways.

The majority of special event related traffic control is performed for special event producers.
See partial client list below

Recent public agencies include:
City of Los Angeles, Outdoor Dining Project, Jaclyn Garcia - jaclyn.garcia@lacity.org
City of Los Angels Fire Department, COVID Testing And Covid Vaccination Sites, Brian LaBrie - brian.labrie@lacity.org
City of West Hollywood, Outdoor Dining Project, Tara Worden - tworden@weho.org
City of Hermosa Beach Chamber of Commerce, St. Patrick's Parade & Fiesta Hermosa, Mike Bell - bellevent@gmail.com

All personnel are trained to have a thorough knowledge and understanding of the California Manual on Uniform Traffic Control Devices (CAMUTCD) and the Work Area Traffic Control Hanbook (WATCH).

Project Mangers Experience - 15 to 30 years
Field Supervisors Experience - 8 to 15 years
Design Experience - 20 years

Special Event Producers In Conjunction With Public Agencies (partial list)
Los Angeles Marathon - 20 years
Rose Bowl Half Marathon - 5 years
San Diego Rock n' Roll Marathon - 8 years
La Quinta 70.3 Ironman - 3 years
Carlsbad 5000 - 10 years
Los Angeles Kings 5K/10K (Redondo Beach) - 4 years
Orange County Triathlon (Mission Viejo) - 15 years
Fiesta Broadway (Los Angeles) - 5 years

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **11.**

FROM: Douglas Dancs, Director of Public Works

DATE: 05/23/2022

SUBJECT: **Award a Professional Services Contract for Arnold Cypress Park Rehabilitation, Project 308, Constructability Review**

RECOMMENDATION

Award a professional services contract to Griffin Structures for $86,065, and authorize a contingency of $8,600.

DISCUSSION

Built in 1949, Arnold Cypress Park is the oldest park in Cypress and the long-time home to Cypress Girls Softball. The 14.55 acre park was originally seven acres and expanded to its current size in 1963. Park amenities include four softball fields, a picnic shelter, BBQs, playground equipment, restrooms, a basketball court, two concession stands, a community room, and six pickleball courts. The City Council awarded a design contract to MIG in February and prior to this action conducted extensive community outreach about the project. While the park's redesign is anticipated to take 12 months, a preliminary design (with project scope and cost options) should be ready for City Council consideration in the summer/fall of 2022.

Project of this size will present many challenges during construction, design and bidding. Public Works recommends partnering with outside expert during the design process and to perform a constructability and cost review. Constructability reviews identify key issues and obstacles prior to construction and often eliminate errors, omissions, conflicts, and/or ambiguities in the plans and specifications that can lead to unexpected costs or expensive change orders.

In February, Public Works issued a Request for Proposals (RFP) (attached) and a qualifications-based process to identify the most qualified firm. Once a firm is identified as the most qualified, its sealed cost proposal is opened, evaluated and negotiated. If an agreement cannot be reached, the next most qualified firm's cost proposal is opened and the process continues. Unopened cost proposals are returned to the proposers after award to ensure the integrity of the process. Basing selection on qualifications and competence results in greater creativity and flexibility, and minimizes the potential for disputes and litigation. It is also the

method required for all federal projects and is recommended by the American Public Works Association. The process has successfully been used for the design of all City capital improvement projects, including the Police Station modernization and Lexington Park.

The RFP identified key tasks including design coordination, constructability review, bid coordination, construction management, and inspection services. Proposals were solicited from seven firms; Public Works and Recreation and Community Services interviewed the three firms that responded and recommend Griffin Structures (Griffin). Griffin has extensive experience performing constructability reviews and has managed the construction of multiple sports parks for various local agencies, including the Lakewood Sports Park and Escencia Sports Park in Mission Viejo. In Cypress, Griffin provided construction management services for Mackay Park and Lexington Park.

BUDGET IMPACT

Design coordination and constructability review service costs will not exceed $94,665 and sufficient amounts are included in the District's General Fund capital project budget for the design of Arnold Cypress Park.

LEGAL REVIEW

The City Attorney has approved the agreement as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Agreement for Contract Services
Qualifications

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF CYPRESS

and

GRIFFIN STRUCTURES, INC.

AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF CYPRESS AND
GRIFFIN STRUCTURES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 202__ by and between the City of Cypress, a California municipal corporation ("City") and GRIFFIN STRUCTURES, INC. ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Cypress's Charter and Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed eighty-six thousand and sixty-five Dollars ($86,065) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____ _____

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the Public Works Director. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of

Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include

coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract

Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials"), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City's choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons

for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel

specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 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 attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager

and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

"financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Cypress, a municipal corporation

Paulo M. Morales, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

Griffin Structures, Inc.

By:

Name: Jon Hughes
Title: Executive Vice President

By: Kelly Boyle

Name: Kelly Boyle
Title: Secretary

Address: 1 Technology Drive # I829
Irvine, CA 92618

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"
SCOPE OF SERVICES

I. SPECIFIC REQUIREMENTS for SCOPE OF SERVICES - The Scope of Services for Design Coordination and Constructability Review Services for the Arnold Cypress Park Rehabilitation – Project 308, shall be as follows:

A. Preconstruction Services
   1. Design Coordination and Collaboration
      i. Establish Project Controls: Griffin shall establish standard protocols for the project team. Griffin shall establish protocols for all aspects of the project. Specifically including:
         - Communication channels and policies
         - Document strategies, specifically how information will be communicated to the field
         - Key challenges to the project
         - Established, formalized action items for respective team members
         - Identified, reinforced key project objectives
      ii. Design Management: Griffin shall produce detailed meeting minutes, organize charrettes specific to individual engineering elements, signed approval of design updates, and a detailed design schedule.

   2. Constructability Review: Griffin shall perform a comprehensive constructability review in Bluebeam format and review comments with the Design Team. Griffin shall perform two separate constructability reviews, one at the Design Development stage and one at the Construction Document phase.

   3. Design Cost Estimate Review: Griffin Structures shall review the cost estimates provided by the engineer of record. This review will include a review of the unit pricing and the quantities of key trades and installations. Griffin will provide recommendations for value engineering opportunities, as well as thoughts on long lead procurement items that may be adversely impacted by the current inflationary market pressures. Griffin shall produce a total project budget (Master Budget) on behalf of the City. This Master Budget will include construction costs, inspection costs, consultant costs, staff costs, contingencies, utilities, and any other specialty feature needed to create a total project budget for the City.

B. Reimbursables
   1. Insurance and other incidentals

II. GENERAL REQUIREMENTS for SCOPE OF SERVICES

A. Invoices: The Consultant shall submit not more than one invoice a month and shall obtain a copy of the accounts payable schedule. The invoice will be in a format that is acceptable

to Contract Officer and shall detail individual personnel who worked on the project, specific tasks performed, hours worked, billing rate, total costs, and previous billing history, percentage of work completed, percentage of dollars spent. The Consultant shall prepare invoices that show costs against each major milestone task.

The Consultant shall notify the Contract Officer when the cumulative compensation payable under any Task Order has reached 75% of the estimated not to exceed price. If at any time the Consultant has reason to believe that the total cost to the Authority for the performance of the Task Order will be greater or substantially less than the not to exceed estimate, the Consultant shall notify the City in writing to that effect and give its revised estimate of the total cost for the performance of the task Order. The notice shall state the estimated amount of additional funds required to continue performance for the remainder of the Task Order. In no event is the Consultant authorized to exceed the Task Order "not to exceed price" without prior written approval from the City.

B. Computer Files: At the conclusion of each Task Order, or mutually agreed milestones, the Consultant shall supply the City with a digital and editable copy of all files that are included in the hard copy submittal. The Consultant shall use or transfer files into the following formats or as approved by the Contract Officer: Word Processing: Microsoft Word, Spreadsheets: Microsoft Excel, Databases: Microsoft Access, GIS: ArcView, Drawings: AutoCAD and Adobe Acrobat Reader. All final files shall be submitted electronically via a file-share cloud service approved by the City Engineer.

   The City shall have the right to use, duplicate, modify or disclose the technical data and the information contained therein.

   The Consultant agrees to provide any proprietary software or data used in conjunction with the project to the City, if requested, as long as the City pays for any additional licensing costs.

C. Key Personnel: The Consultant shall not reassign any personnel mentioned in the SOQ/Interview process unless under extraordinary circumstances. The Consultant shall secure the prior written approval of the City for any change or reassignment of the key personnel, submitting written documentation of the new individual's qualification.

   The Consultant's project manager shall supervise and direct the services, and have overall responsibility for the services in accordance with the Consultant agreement and Scope of Work. The Consultant shall be solely responsible for implementation of all Consultants services, means, methods, techniques, sequences, and procedures and for coordination of all portions of the services.

   All workers shall have sufficient skill and experience to perform the work assigned to them. The City shall have the right, in its absolute discretion to require the removal of the

Consultant's personnel at any level assigned to the performance of the Services at no additional fee to the City, if the City considers such removal necessary and in its best interest and request such removal in writing. Further, an employee who is dismissed for any of the above reasons shall not be re-employed on this Contract.

D. UNAUTHORIZED WORK: Any services not required by the terms of the final scope of work or proposal that are performed without written authority from the Contract Officer, will be considered as unauthorized and at the sole expense of the Consultant. Services so performed will not be paid for, and no extension in the period of performance shall be granted on account thereof.

E. AUDITS: The Consultant shall keep and maintain full and complete records and books of account of its costs and expenses relating to the performance of the Services, in accordance with generally accepted accounting practices. Such records and accounts shall permit the Consultant to furnish the City, upon written notice, an accurate written allocation of the costs to the various elements of the Services, as may be required by the Authority. Upon reasonable advance written notice, the City or its representatives shall have the right to examine, any books, records, accounts, and other documents of the Consultant directly pertaining to costs when such costs are the basis of a claim or of reimbursement to the Consultant hereunder. The City will make reasonable efforts to assure that any such representative is not a competitor of the Consultant to which the disclosure of such cost information would have a detrimental effect on the Consultant's business. The City shall notify the Consultant with the identity of any representative and the Consultant will have the right to verify that the representative is not a competitor prior to the audit. The Consultant shall keep and preserve all such books, records, accounts, and other documents for a period of at least three years after completion of the Services and Final Payment or if this Contract is terminated in whole or in part after the final termination agreement

F. CONSULTANT'S INTERACTION WITH MEDIA AND THE PUBLIC: The Consultant shall refer all inquiries from the news media to the City. If the Consultant receives a complaint from a citizen or the community, the Consultant shall inform the Contract Officer what action was taken to alleviate the situation.

G. SUBCONSULTANTS/SUBCONSULTANT: The City reserves the right of prior approval of all Subconsultants and retains the right to request the Consultant to terminate any Subconsultant, for any reason deemed appropriate by the City, by so notifying the Consultant in writing. Should said notification be submitted to the Consultant, it shall terminate said Subconsultant immediately.

The City shall have no liability to any Subconsultant(s) for payment for services under this Contract or other work performed for Consultant. Any subcontract entered into by Consultant under the contract shall duly note that the responsibility for payment for the

technical services or any other services performed shall be the sole responsibility of the Consultant.

H. Direct Expenses: It is expected that the Consultant has extensive knowledge and experience performing this type of work. The Consultant shall prepare a not to exceed budget for direct expenses and breakdown costs for services such as copying, blue prints, computer time, reproduction, delivery, and any other foreseeable expense not covered in the Consultant's hourly rates. Therefore, the Consultant shall receive no additional compensation beyond that which is detailed in their budget.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. **DELETE** subsection 1.8 and **REPLACE** with the following:

"1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in a particular Agreement, as defined in Exhibit "A," or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation up to the amount authorized by the City Council ("Contract Contingency"); or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

II. **Section 5.1(d) shall be amended to read as follows:**

"Professional Liability. Professional liability insurance in the amount not less than two million dollars ($2,000,000). This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

Contractor's Fee Proposal is based on all reasonable costs necessary to perform Design Coordination and Constructability Review Services for the Arnold Cypress Park Rehabilitation – Project 308. For these requisite services, Contractor proposes the following Not to Exceed Lump Sum Fee:

Item No.	PROJECT PHASE	PROJECT EXECUTIVE $220/hr.	CONSTRUCTION MANAGER $195/hr.	TOTAL COST
A	PRECONSTRUCTION SERVICES	72	355	$ 85,065
A.1	Design Coordination and Collaboration	56	245	$ 60,095
A.2	Constructability Review	8	55	$ 12,485
A.3	Design Cost Estimate Review	8	55	$ 12,485
B	REIMBURSABLES	-	-	$ 1,000
	TOTAL NOT TO EXCEED COST			**$ 86,065**

Within the budgeted amounts for each Task provided above, and with the written approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

Rates:

All proposed hourly rates are fully burdened and include overhead, profit, taxes, and benefits. Hours may be reallocated between staff members and tasks in order to accomplish the overall objectives and requirements for the project. The following presents the hourly rates applicable to all staff proposed to work on City projects.

Position Classification	Hourly Rate
Project Executive	$ 220
Project/Construction Manager	$ 195

Qualifications and Exclusions:

1. Hourly rates are valid through December 2023 and will escalate by CPI annually thereafter.
2. Insurance costs are included as a reimbursable expense and will be billed monthly at the rate of $10 per $1,000.
3. Costs for surveying, construction staking, environmental and hazardous materials surveys, and all remediation costs are excluded
4. Software licenses or user fees for specific project management software being required by either the City or their contractor(s) is excluded.
5. Cost of bulk blueprinting for plans and specifications for use by the contractors and subcontractors is excluded. Funds included in reimbursable expenses are for Contractor's printing costs alone.

6. Independent or third-party testing companies such as Roofing, Peer Reviews, LEED, or other specialized third-party oversight services other than those listed herein are excluded.
7. Construction Cost Estimates, when provided, are based on standard industry practice, professional experience and knowledge of market conditions. Contractor has no control over material and labor costs, contractor's methods of establishing prices or the market and bidding conditions at the time of bid. Therefore, Contractor does not guarantee that bids received will not vary from the cost estimate provided.
8. CASp review and inspection services are excluded.
9. Management of the permitting process is provided as oversight and coordination only. All documentation required for Building Department approval by the City shall be provided by the Architect under separate contract with the City.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

	2021								2022						
	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Design Coordination															
Const. Review															
Cost Estimate Review															

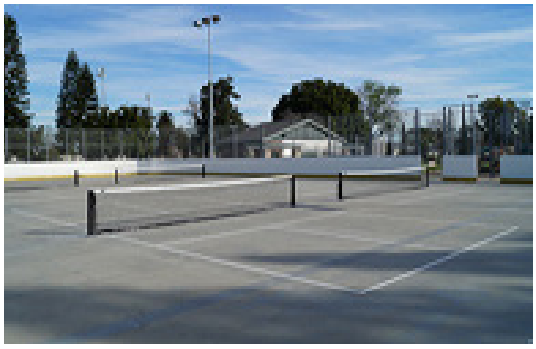
CITY OF CYPRESS
PROPOSAL TO PROVIDE

CONSTRUCTION MANAGEMENT FOR ARNOLD CYPRESS PARK REHABILITATION

FEBRUARY 25, 2022









ARDURRA

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ARDURRA

Ardurra offers an experienced team that is responsive, flexible, helpful, financially responsible, and quality-conscious.

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Cost Proposal: Provided in a separate password-protected PDF

ARDURRA

February 25, 2022

City of Cypress
Engineering Division
Public Works Department
Attn: Nick Mangkalakiri, PE, Assistant City Engineer
5275 Orange Avenue
Cypress, CA 90630

SUBJECT: PROPOSAL TO PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT, INSPECTION, AND RELATED SERVICES FOR THE ARNOLD CYPRESS PARK REHABILITATION PROJECT

Dear Mr. Mangkalakiri,

Ardurra appreciates this opportunity to present a team of highly qualified construction management (CM), inspection and other required professionals for this very important 14.5-acre park project that will provide a host of important recreational activities to City residents and be a vibrant enhancement to the existing park that has exceeded its design life. Our team members have experience working on park projects with both local and regional significance and understand first-hand the issues that are unique to park projects.

By selecting the Ardurra team, the City of Cypress will be partnered with:

- **Construction Manager, John Wolitarsky, CCM,** who will lead the Ardurra team and ensure that CM and all other required professional services as outlined in the project RFP are delivered to the City's satisfaction. Over the course of his career, John has provided CM services for more than 50 acres of parkland projects, inclusive of mass grading, offsite improvements, new playgrounds, baseball fields, trail systems, restrooms, and other park-related amenities. In addition, John has provided constructability review, collaborated with other design professionals, and coordinated cost estimation services on several high-profile projects across Southern California. John will report directly to the City's designated Project Manager for this project, and he is well-versed with the inner structure of the City having recently provided CM services for the Police Department Modernization Project. He will be assisted by **Adam Banihamed** and other project staff who will provide office support as may be required throughout the various phases of this project.
- **Lead Inspector, Chip Vanderbeek, QSP,** will undertake full-time inspection duties and will be tasked with all inspection services outlined in the City's RFP. Chip has an impressive and diverse background that will be of great value to the successful delivery of this project. Chip has inspected several park improvement projects, including sports complexes. Not only does he have keen technical skills and provides comprehensive daily reports , but he is adept at public outreach as well. His experience with street and utility inspection along with being a qualified SWPPP practitioner and QSP will ensure that nothing is overlooked on this project and that all required standards are being upheld. He is also well-versed with the requirements of the State Water Resources Control Board. His unique set of skills and experience as the inspector of record will ensure that the project is constructed per the plans and specifications.

- **A cohesive team that looks at the big picture.** Our proposed team has worked together delivering successful projects for public agencies. This unified force enables streamlined processes and smooth coordination. We have assembled a comprehensive team that offers complete support to meet the City's expectations at each phase of this assignment. These team members are experienced and cost-conscious, knowledgeable of codes and standards, comply with the rules, and are skilled at interfacing with surrounding communities.
- **HLCM,** teamed exclusively with Ardurra for this project, has tremendous experience with cost estimating services that will be of great value to the City in establishing construction budgets that are accurate and take into account the ever-changing landscape of construction costs. Ardurra has worked extensively with HLCM on past projects with similar services.
- **Geo-Advantec, Inc. (GAI)** will provide experts to perform geotechnical and material testing and prepare required reports for grading and compaction. Ardurra and GAI have partnered on several projects, and GAI continues to provide outstanding geotechnical engineering, material testing, and inspection services for all phases of projects.
- **Highly effective construction management tools and procedures** developed by construction managers. These tools are scalable and already tailored to fit the City of Cypress's capital project delivery approach.

Please feel free to contact me at ddemilia@ardurra.com or (714) 458-0703, should you have any questions or require additional information. We look forward to teaming with the City and assisting with delivery of this important park improvement project.

Respectfully submitted,
Ardurra Group, Inc.

Lisa M. Penna, PE, F.ASCE, QSD
Vice President, Regional Client Manager
Cell: 949.922.2800
lpenna@ardurra.com

Dino P. D'Emilia, PE, F.ASCE, QSD
Project and Construction Management Group Leader
Cell: 714.458.0703
ddemilia@ardurra.com

SECTION 1: FIRM ORGANIZATION, CREDENTIALS, BACKGROUND

Ardurra offers the City of Cypress a comprehensive team capable of providing complete support through each phase of the project—from participation in the design process to preconstruction, construction, and post-construction services.

FIRM PROFILE

ARDURRA

LOCAL EXPERTS WITH NATIONAL STRENGTH

With 800+employees in 44 offices across the country, including 120 professionals in 6 offices throughout Southern California, Ardurra specializes in multidisciplined engineering and consulting services and is ranked 23 in Engineering News-Record's Top 500. We focus on seven key service areas including: public works/civil planning, design and construction management, water/wastewater planning design and construction management, environmental, land development, emergency management, structural engineering, and survey.



Locally, Ardurra's team of professionals provides construction oversight and inspection, program management, project management, construction management and administration, civil engineering planning and design, plan review and plan check, code compliance enforcement, environmental compliance, labor compliance, and grant administration.

Since 2005, more than 60 municipalities throughout Southern California have entrusted Ardurra with their construction management and inspection needs. With an emphasis on practical, experienced, and cost-effective solutions, Ardurra offers capabilities ranging from local agency public works improvements to major transportation, infrastructure, and vertical building projects, as well as managing multi-project capital improvement programs.

Ardurra's construction personnel are well-versed in CPM scheduling, construction means and methods, WATCH requirements, and Greenbook General Specifications and are adept at maintaining a safe construction site while achieving quality projects on time and within budget.

Ardurra has a comprehensive bench of inspectors who bring experience in all aspects of public agency inspection. Ardurra's inspectors are competent, knowledgeable and conform to California Building Standards Code/Title 24, city codes and ordinances, federal grant requirements, State Water Resources Control Board requirements, State of California Local Assistance Procedures Manual, Greenbook, AWWA and APWA standards, and, where appropriate, LEED, DSA, and OSHPD standards.

RESPONSIVENESS – WE ARE THERE WHEN YOU NEED US!

With six offices throughout Southern California, the Ardurra team provides unparalleled responsiveness to the City of Cypress. Our offices are full-time service offices and will be for the entire duration of the contract. Close geographic proximity to the City makes us ideally suited to serve the City and ensures availability for City meetings at City facilities and in the field as needed. Our Public Works Division's main office is in Newport Beach—just 17 miles from the City of Cypress's office and 18 miles to Arnold Cypress Park.

COVID PREPAREDNESS

Our staff, and their safety and availability, are critical to successfully supporting the City. We currently abide by local mandates and work with our clients to follow their procedures to keep everyone safe. We are flexible and have been successful at modifying our procedures to match local, state, and national safety standards. We will continue to adjust our approach to best protect the livelihood of your team, your community, and our staff.

AUGMENTING THE TEAM

Geo-Advantec, Inc. | Geotechnical & Material Testing

Founded in 2012, Geo-Advantec, Inc. (GAI) provides a full range of responsive and quality geotechnical engineering, engineering geology, material testing, and inspection services for all phases of projects, from conceptual design through construction. GAI principals have worked successfully for more than 35 years in the industry. The firm currently has a team of more than 20 registered civil and geotechnical engineers, geologists, field and laboratory certified technicians, and special soil inspectors with a wide range of skills on public and private sector projects including pavement rehabilitation, roadways and transportation-related structures, educational and municipal buildings, public infrastructure facilities, utility lines, commercial, and industrial facilities and structures throughout Southern California.

GAI owns a full-service laboratory accredited by AMRL (ASSHTO Materials Reference Laboratory), in conformity to the requirements of the AASHTO Accreditation Program (AAP), AASHTO R-18, ASTM D3740, ASTM D1070 and ASTM E329; CCRL (Cement and Concrete Reference Laboratory); Caltrans; Division of the State Architect (DSA); City of Los Angeles; and Army Corps of Engineers.

The main areas of GAI's services and capabilities are geotechnical and geological engineering; geotechnical earthquake engineering; pavement engineering; field grading monitoring and soil testing; soil, asphalt/paving field inspection; soil, asphalt, and materials laboratory testing; and special inspections for concrete, welding, masonry, rebar, etc. GAI has provided multiple cities with geotechnical engineering and material testing services. Their professionals are experienced with the breadth of on-call agreement disciplines, as GAI is currently an on-call geotechnical consultant for Orange and Los Angeles Counties, among other entities. GAI staff are familiar with city standards, provisions, policies, and practices, and have worked on some of the following projects for cities/government agencies with similar scopes of work, complexity, and magnitude to the types of services requested in the City's RFP:

- City of Arcadia, Geotechnical Plan Review, Investigation, Monitoring, Testing, and Inspection for the Eisenhower Memorial Park Improvement
- City of Redondo Beach, Geotechnical Engineering Investigation for a Skateboard Yard at Dominguez Park; Material Testing and Inspection for Redondo Beach South Bay Regional Intermodal Transit Center
- City of Burbank, Independent Assurance Program and Geotechnical Engineering Services for Burbank Channel Bikeway Project, CML-5200(046); Material Testing and Inspection for Local Residential Street Improvement (Phase IX)
- City of La Mirada, Soils and Material Testing and Inspection for Various Streets Pavement Rehabilitation as a part of the City's CIP
- City of Commerce, Washington Boulevard Rehabilitation; Eastern Avenue Pavement Evaluation and Rehabilitation; Garfield Avenue and Ferguson Street Pavement Rehabilitation
- City of Pomona, Geotechnical QAP AT/IA and Other Testing Services for Various Street Construction; Slope Failure Cause Investigation and Slope Stability Evaluation at Ganesha Park
- City of Chino, Pavement Evaluation, Geotechnical and Material Special Inspection for El Prado Road Pavement Reconstruction between Kimball Avenue and Central Avenue; Pavement Evaluation and Recommendation for Grand Avenue

HL Construction Management | Cost Estimating

HL Construction Management (HLCM) is an industry leader in Southern California, providing preconstruction cost estimating consultancy services for public sector clients. Its team of knowledgeable estimators provide cost estimates for planning and development of city facilities, infrastructure and sustainability on new construction and modernization. HLCM has a team of LEED-certified experts who understand the emerging innovative design strategies and sustainable design agenda that is appropriate for modern park design and playground amenities. HLCM works directly with architects, engineers, and other consultants as proactive participants in project cost control. HLCM also works closely with the design team focusing on the project budget goal,

developing a scoping document capturing all of the site features, such as site character, thematic play elements, sustainability, shade structures, tennis and basketball courts, sports lighting, gardens, hardscape, fencing, picturesque walks, native landscaping, picnic areas, and trail systems.

HLCM helps their clients maximize a project's success with cost management, scheduling, change order negotiation, life-cycle analysis and sustainable design, from the earliest stages of project development through the final construction phase. HLCM is committed to quality, organization and consistency.

A sample of HLCM's relevant projects include:

- City of Irvine, Great Park Ice and Sports Complex
- Newport Beach, Corona Del Mar High School Sports Field, Newport-Mesa USD
- Rancho Cordova, Rancho Cordova Little League
- City of Rialto, Frisbee Park
- Town of Yucca Valley, Aquatics and Recreation Center
- City of Carlsbad, Monroe Street Pool, Aquatic Facilities Renovation
- City of Ontario, Anthony Munoz Community Center Pool
- City of Seal Beach, Aquatic Center
- City of Tracy, Aquatic Facility and Multi-Generational Center

HLCM Services

- Cost Estimating
- Conceptual Design Phase - Construction Document Phase
- Change Order Analysis and Negotiation
- Life-Cycle Cost Analysis
- Value Engineering
- Project Scheduling
- Sustainability and LEED Analysis
- Integration of Market Conditions

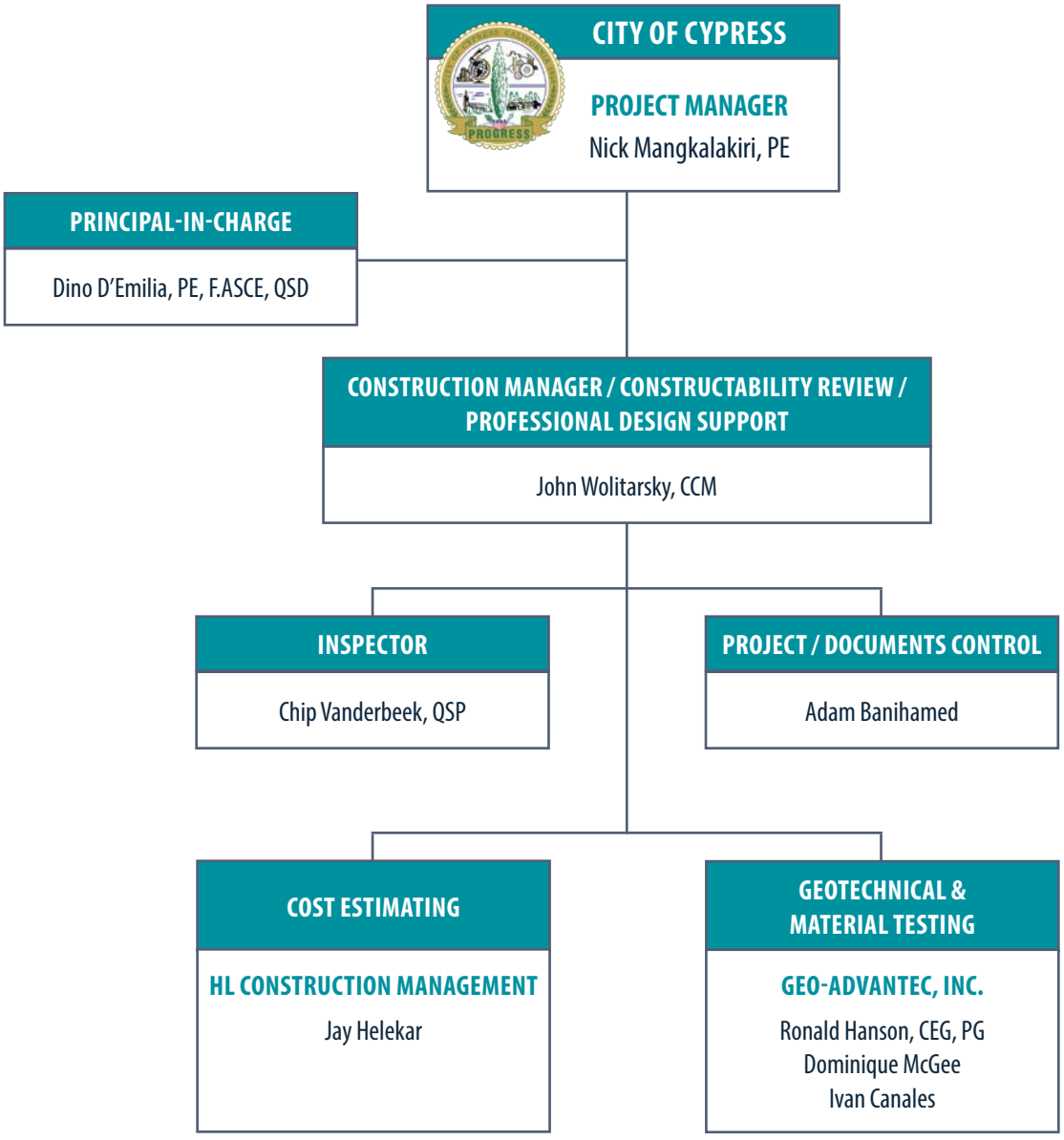
COMPLIANCE WITH THE RFP

- **ADA Compliance:** Ardurra complies with the American with Disabilities Act (ADA) and related state and local laws and regulations. We have companywide policies, such as our Equal Opportunity Employment policy and Disability and Reasonable Accommodation policy.
- **Conflict of Interest:** We have no known conflicts of interest to disclose at this time.
- **Contract Agreement:** We understand and acknowledge that there will be no modifications or exceptions to the standard contract agreement.

TEAM ORGANIZATION

We have prepared an organization chart of our proposed team on the following page that illustrates the clear lines of authority and each person's role on this park rehabilitation project. Section 2 of this proposal describes the qualifications of our team members and includes resumes in the requested SF330 format. Within the separate cost proposal, we have indicated the percentage of time available for each person on our proposed team.

Organization Chart



SECTION 2: EXPERIENCE

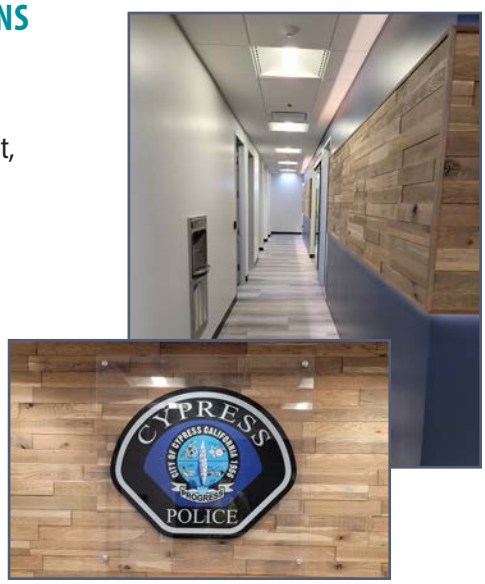
Our clients deserve successful project delivery and quality service, well-managed budgets, and thoroughly satisfied stakeholders while we work side-by-side with local and regional agency staff.

RELEVANT EXPERIENCE

The following projects highlight some of our relevant experience with public agencies. As you will see, our team's expertise spans all facets of construction management—from administration and project controls to bidability and constructability review. Our reputation for providing quality services has been confirmed by our ongoing relationships and extended contracts with agencies throughout the region.

CYPRESS POLICE DEPARTMENT SEISMIC RETROFIT, EMERGENCY OPERATIONS CENTER, AND MODERNIZATION PROJECT

Client: City of Cypress



Services: Bidability and Constructability Reviews, Peer Cost Estimating, Construction Management, Inspection
Start: 2020 **Complete:** 01/2022
Project Value: $3.2 million
Team Members: John Wolitarsky, CCM (Construction Manager); Dee Yeh (Project Controls)

Ardurra performed bidability and constructability reviews and peer cost estimating services. The existing Police Department structure was an approximately 20,000-square-foot, single-story building with a partial basement. The City used a roof-stiffening system for seismic strengthening. The improvements entailed relocating interior walls and making lighting upgrades, ADA improvements and architectural enhancements. Each design submittal bidability/constructability review is a result in Ardurra's submittal of redlined plans and a punch list of comments and recommendations for the City's consideration and implementation with the project architect/engineer. Ardurra reviewed the plans for bidability and constructability and identified potential value engineering solutions, ambiguities, conflicts and/or omissions that became apparent during its review. The bid documents and technical specifications were reviewed for potential duplication/overlap of clauses, conflicts, proper placement of critical requirements within the order and precedence of documents. Ardurra recommended key contract provisions to provide the necessary controls and remedies for the City to maintain a proactive approach on the project. Ardurra was also recently awarded construction management and inspection services to oversee the successful completion of construction activities associated with this project. The project includes interior improvements, structural improvements, exterior improvements, and temporary/phased improvements.

FOUNTAIN VALLEY RECREATION CENTER EXTERIOR IMPROVEMENTS

Client: City of Fountain Valley



Services: Project Management, Construction Management, Building Inspection
Start: 11/2017 **Complete:** 06/2018
Project Value: $1 million
Team Members: John Wolitarsky, CCM (Project/Construction Manager); Enedino Arroyos (Building Inspector); Dustin Blackwell (Documents Control)

Ardurra provided project and construction management for this $1-million project to renovate the outside of the City's recreation center that was showing signs of wear after 40 years of use. Project management

services included coordinating with the project architect and the City's Public Works Department and Building and Safety Department to obtain required approvals for the proposed design. Also coordinated and prepared the City's front-end specifications for inclusion of the technical specifications and packaged the construction documents for bidding. Attended all project-related meetings, including the City Council meeting, and coordinated contract for signature. Provided CM services for improvements to aging stucco, antiquated roof and windows, and deteriorating wood shake siding. The recreation center serves as an important gathering place for the city, which lacks a designated downtown area. Among the many community activities hosted in the complex and adjacent park are classes, concerts, meetings, the "Market in the Park" and additional activities for people of all ages. CM services included coordinating with City staff to keep the facility open to the public while construction activities were ongoing, requiring extensive community outreach activities.

SIGNAL HILL DOG PARK

Client: City of Signal Hill

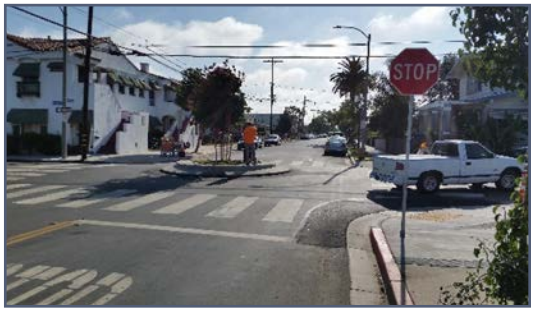


Services: Construction Management
Start: 11/2017 **Complete:** 03/2018
Construction Value: $662,992
Team Members: Dino D'Emilia, PE, F.ASCE, QSD (Principal-in-Charge); Stephen Badum, PE (Project Manager); Omar Alameddine, EIT (Construction Manager); John Wolitarsky, CCM (QA/QC); Dustin Blackwell (Project Controls)

Ardurra managed construction of a dog park for the enjoyment of the area's canine residents and their owners. The project is located just south of the I-405 freeway between Atlantic and Orange Avenues. Dog park features include new artificial turf, landscaping, a parking lot and sidewalks. The park is enhanced with play mulch, crushed-granite walkways, seating, lighting, fencing, and drinking fountains. Throughout the project, Ardurra's construction manager worked closely with the City's inspector and Public Works Director. As part of construction management services, Ardurra provided public outreach in the field, quality assurance of work performed, participated in progress meetings, and ensured safe conditions as well as compliance with plans and specifications.

15TH STREET BIKE BOULEVARD OF PARKS

Client: City of Long Beach



Services: Construction Management
Start: 06/2019 **Complete:** 10/2019
Construction Value: $1.2 million
Team Members: Dino D'Emilia, PE, F.ASCE, QSD (Principal-in-Charge); John Wolitarsky, CCM (Construction Manager); Dustin Blackwell (Document Controls)

Long Beach prides itself on leading Southern California in constructing innovative, bike-friendly corridors. Ardurra provided CM services for this 2.5-mile bicycle connector in compliance with the City's Bicycle Master Plan by providing a safer east-west bikeway connection between neighborhoods throughout Long Beach. Generally, improvements included new bicycle/pedestrian facilities, way-finding signage, crosswalk enhancements, construction of intersection traffic circles, and reconstruction of curb ramps. The project also included construction of bulbouts and installation of a flashing warning system at one of the busiest intersections.

EL MONTE AQUATICS CENTER RENOVATION

Client: Pacific Architecture and Engineering



Services: Construction Management, Construction Inspection, Labor Compliance, Documents Control/Project Controls
Start: 10/2017 **Complete:** 12/2017
Construction Value: $1 million
Team Members: Dino D'Emilia, PE, F.ASCE, QSD (Principal-in-Charge); John Wolitarsky, CCM (Construction Manager); Dana Hutchins (Inspector); Dustin Blackwell (Documents Control/Project Controls)

As a subconsultant to the architect, Ardurra provided comprehensive construction support services for complete renovation of the three public swimming pools that make up the City's Aquatics Center. Only days before construction began, Ardurra stepped in to provide services after the City determined its internal staffing resources were insufficient for the project. Initial inspection services included observing and documenting such preliminary tasks as removing and storing two large bulkheads with a hoist, draining the pools, and water-blasting gutter grates to prepare for construction.

Project Successes

- City located competent construction support at the last minute
- City compliant with CDBG requirements
- Pools closed for only two months, despite major renovation

Ardurra's construction manager and inspector provided oversight and monitoring, respectively, of safety measures, plaster and tile removal and re-plastering, light removal, and construction notice posting. Management and inspection also addressed construction waste disposal, measures to reduce dust and noise and the application of waterproofing. They served as project liaison during routine site visits from a labor compliance representative. Throughout the project, Ardurra ensured compliance with project plans and specifications.

Ardurra also performed closeout duties, such as final organization of the project files and submission to the City for final approval. As the project was funded with a federal Community Development Block Grant (CDBG), Ardurra ensured project compliance with relevant federal requirements.

CITY YARD SERVICES BUILDING PRECONSTRUCTION SERVICES

Client: City of Burbank





Services: Preconstruction Services
Start: 03/25/2021 **Complete:** 06/17/2021
Project Value: $8.5 million
Team Members: Dino D'Emilia, PE, F.ASCE, QSD (Principal-in-Charge); John Wolitarsky, CCM (Construction Manager)

Ardurra provided preconstruction services to perform an independent and objective bidability evaluation as well as constructability review and peer cost estimating, and to provide construction phasing recommendations and a construction duration estimate for the City Yard Services Building (CYSB) project.

The new CYSB will replace the existing 1958 Forestry Supervisors building and the 1962 building maintenance and storage facility, and construction is planned for two phases. The CYSB will house staff for Public Works and Parks & Recreation, locker room and restroom facilities, a multi-purpose meeting room, separate equipment and material storage, separate main electrical and IT rooms, and a standalone prefabricated landscape storage building.

The new CYSB will be constructed within the confines of its existing campus. It is the project's objective that campus operations continue to operate normally during construction, including interior pedestrian and vehicular circulation (though modified for safety), to the maximum extent possible, during the proposed two-phase construction effort.

POLLIWOG PARK LOWER PLAYGROUND REPLACEMENT PROJECT

Client: City of Manhattan Beach

Services: Construction Management, Inspection
Start: 10/2021 **Complete:** 05/2022
Construction Value: $2 million
Team Members: Dino D'Emilia, PE, F.ASCE, QSD (Principal-in-Charge); Omar Alameddine, EIT (Construction Manager); Chip Vanderbeek, QSP (Inspector)

Ardurra is providing construction management and inspection services for Polliwog Park in Manhattan Beach. This project includes the removal and replacement of play equipment and the play surface, as well as fencing surrounding the lower play area near the pond. The play structure was last replaced with modernized equipment in 2003, so the existing playground equipment and padded surface had become in a state of disrepair due to the extensive wear and tear of heavy use by the public over the last 18 years. And due to safety concerns, a substantial portion of the existing play equipment was placed off limits to users. In addition to revitalizing the play equipment and surface, the project also involves replacing portions of sidewalk between the play area and parking on Herrin Avenue and upgrading the existing accessible parking stalls on Herrin Avenue in compliance with current ADA standards. Ardurra is working diligently and closely with all shareholders to expedite the submittal, plan check, and approval of shop drawings and procurement of the shade sails in an effort to meet the contractual deadline for project completion.





Design by Kompan

DRAKE SOCCER FIELD PROJECT

Client: City of Long Beach

Services: Project Management, Construction Management
Start: 06/2016 **Complete:** 08/2017
Construction Value: $3.8 million
Team Members: Omar Alameddine, EIT (Construction Manager); Dustin Blackwell and Donna Sanabria (Documents Control)

Ardurra provided project and construction management services for completion of two new soccer fields, a basketball court, a parkway with trail, a parking lot, new lighting, and landscaping including shade trees. Work on the 8-acre site involved demolition and grading, installing a park drainage system, concrete curbs, gutters, sidewalks, curb ramps, driveways, and paving asphalt surfaces. In addition to providing the community with a new recreational area, the project conserved energy and reduced waste by:

- Using bioswales for some of the landscaping along the edges of the soccer fields and pathway
- Using construction materials, at least 25% of which had been recycled
- Planting drought-tolerant landscaping
- Installation of artificial turf for soccer fields/multi-use sports activity areas
- Installing energy-conserving field lighting
- Separating and recycling at least 60% of all construction debris



SIGNAL HILL VIEW PARK IMPROVEMENT PROJECT

Client: City of Signal Hill

Services: Construction Management
Start: 11/2021 **Complete:** Ongoing
Construction Value: $2.2 million
Team Members: Dino D'Emilia, PE, F.ASCE, QSD (Principal-in-Charge); Dee Yeh and Mahina Payo (Project Controls/Documents Control)

The City of Signal Hill is constructing a park using grant funds under a negotiated contract with the Conservation Corps of Long Beach (CCLB). The total estimated construction cost is approximately $2.2 million. Park construction includes improvements such as rough grading, drainage, retaining walls, pedestrian trails, landscaping and irrigation, site furnishings, and lighting.

LOS AMIGOS PARK STORMWATER HARVESTING AND DIRECT-USE DEMONSTRATION PROJECT

Client: City of Santa Monica



Services: Construction Management
Start: 06/2016 **Complete:** 05/2017
Construction Value: $2 million
Team Members: Dino D'Emilia, PE, F.ASCE, QSD (Principal-in-Charge); Al Aguilera (Interim Inspector)

Ardurra provided construction management services for this pilot project to capture urban runoff from an existing Los Angeles County 48-inch storm drain, store it underground, treat and reuse it for irrigation and sanitation purposes by a municipal park. The completed system can harvest some 550,000 gallons of runoff per year for storage in a 53,500-gallon cistern underground. As needed, the water is treated to irrigate the park and for toilet flushing in public restrooms. Normally, the runoff would be treated and drain into Santa Monica Bay. **Awarded 2017 Outstanding Small Project of the Year by the Metropolitan Los Angeles Branch of the American Society of Civil Engineers.**

WHITAKER PARK IMPROVEMENTS, BUENA PARK

Client: David Volz Design (DVD) Landscape Architects, Inc.

Services: Civil Engineering Design
Start: 2020 **Complete:** Ongoing
Construction Value: $300,000
Team Members: Anissa Voyiatzes, PE, QSD, ENV SP (Engineering and Municipal Services Group Leader); Jose Hernandez, PE, QSD (Project Manager); Lisette Bice, PE, QSD, ENV SP (Quality Control Manager)



In support of the design team led by DVD, Ardurra is providing the civil design portions of the park improvements at the Whitaker Elementary School in the city of Buena Park. The project entailed the creation of an approximately 3.5-acre public park within a portion of the existing elementary school playground. The scope of services consists of the following: base mapping including new topographic surveys; geotechnical report to support the park improvement and WQMP analysis; grading plan; civil design of the park trail, sidewalks, and hardscape; utility connections for an optional restroom addition; drainage design and WQMP component; and final contract documents.

BELMONT PLAZA POOL REBUILD/REVITALIZATION

Client: City of Long Beach

Services: Project Management
Start: 2014 **Complete:** Ongoing
Project Value: $85 million
Team Members: Dino D'Emilia, PE, F.ASCE, QSD (Principal-in-Charge); Oscar Gonzalez, PE (Project Manager); Gafur Oyewo (Assistant Project Manager); Joe Stoakley, PE, QSD (Assistant Project Manager); Dustin Blackwell (Project Controls Officer)

Ardurra is providing project management services for construction of a $85-million world-class aquatic center on the former site of the historic Belmont Plaza Olympic Pool.

The aging original facility near the Belmont Pier was demolished in 2014 due to concerns over its seismic resilience. Dedicated in 1968, that oceanfront aquatic center hosted the preliminary U.S. Olympic swimming trials 15 days after it opened.



Plans call for a world-class facility to host regional and national competitive swim, water polo and diving events as well as programs and recreational swimming for the public.

Ardurra's project involvement has taken many forms, from procuring contractors through the City's Job Order Contracting Program to managing demolition of the massive original structure. The oversight has extended to construction of an office, a temporary aquatics lobby, and temporary restroom and shower facilities to support a newly constructed temporary pool. That 50-meter outdoor pool, adjacent to the site of the future aquatic center, is attracting numerous recreational and lap swimmers and hosts competitive meets.

Ardurra's foundational role in this project is reflected in a wide range of activities and accomplishments to date. Ardurra represents the City in all negotiations, meetings and community outreach. Ardurra prepared a comprehensive request for qualifications and facilitated the evaluation of 21 proposals, the interview of five shortlisted firms and engagement of the selected world-class architectural team to design the project. Ardurra authors, maintains and updates a project website and administers project announcements through various media sources for the project. Ardurra is the primary contact for the project's public relations. Ardurra manages the conceptual design, preparation and circulation of the Environmental Impact Report (EIR). Ardurra coordinates the public process required to support certification of the EIR and re-certification after receipt of several appeals. Ardurra assists the City in compiling the administrative record to prevail over a petition (lawsuit) challenging the certification of the EIR.

Ardurra assists with the processing of entitlements and the Coastal Development Permit Application (CDP) to the California Coastal Commission. The CDP application involves development of several supplemental studies including addressing alternate project sites, citywide programs to attract and enhance the vast city's demographic population to experience and use the proposed facility, sea-level rise/wave uprush analyses as well as other key Coastal Commission concerns.

The project utilizes funding from the City's Tidelands Capital Improvement Division. These funds are dependent on oil prices, which have dropped substantially since project inception. Funding is currently lacking to construct the facility. Ardurra is spearheading value engineering analyses and a subsequent entitlement and community outreach project to adjust the project to available funding sources.

RECREATION CENTER MASTER PLAN EXPANSION*

Client: City of Fountain Valley

Services: Engineering Design, Construction Management, Inspection
Construction Value: $19 million
Team Members: Dino D'Emilia, PE, F.ASCE, QSD (Project Manager); Mark Lewis, PE, TE (Fountain Valley Director of Public Works/City Engineer)

Ardurra personnel (prior to employment with Ardurra) provided the design, CM, inspection and project closeout services for this major recreation center rehabilitation program. This extensive effort demolished and reconstructed facilities covering 55 acres. In addition, new recreational facilities covering 23.5 acres were constructed.





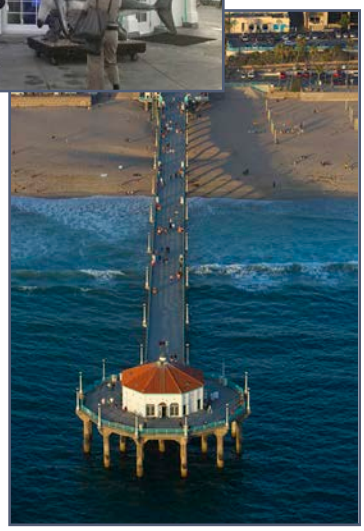
The new construction included six multi-league softball fields, a youth field, 555 parking spaces, 2 miles of roads and 78 acres of computer-controlled sports field lighting. Other new facilities include a 60,000-square-foot gathering space with an outdoor stage and more than 3 miles of granite trails and sidewalks. Other upgrades included recycled water irrigation, picnic areas, playgrounds, two new concession buildings, and a new maintenance facility.
**The services on this project were delivered by Ardurra staff prior to employment with Ardurra.*

ROUNDHOUSE MARINE STUDIES LAB AND AQUARIUM

Client: City of Manhattan Beach

Services: Project Management
Start: 09/2016 **Complete:** 06/2018
Construction Value: $5.3 million
Team Members: Dino D'Emilia, PE, F.ASCE, QSD (Principal-in-Charge, Project Manager); Dustin Blackwell (Project Controls Officer)





As project manager, Ardurra oversaw the complex renovation of a cherished city landmark, the Roundhouse Aquarium on the Manhattan Beach Pier. After years of exposure to the elements, the structure had begun to fall into disrepair. Space constraints stood in the way of offering a relevant, difference-making learning experience. While the building's size was relatively small, the constraints and conflicting priorities to be coordinated were mammoth. Ardurra facilitated the resolution of each challenge through collaboration with key stakeholders and leveraging the skills of specialty subcontractors, an environmental consultant and an aquarium architect. A grand opening celebration in November 2018 drew enthusiastic project stakeholders and local dignitaries. The project received an **American Council of Engineering Companies (ACEC) 2019 Merit Award; an American Public Works Association 2019 BEST Project of the Year Award, Southern California Chapter; and a 2020 CMAA Southern California Chapter Project of the Year Award.**

OSO CREEK MULTI-USE TRAIL PROJECT

Client: City of Laguna Niguel





Services: Construction Management, Inspection
Start: 03/2015 **Complete:** 12/2015
Construction Value: $3 million
Team Members: Lisa Penna, PE, F.ASCE, QSD (Principal-in-Charge); Dino D'Emilia, PE, QSD (QA/QC Manager); Donna Sanabria (Documents Control)

Ardurra provided construction management and inspection services for this project that created new contiguous bicycle and pedestrian-equestrian trails. The project installed stormwater control and treatment best management practices, landscaping, lighting and street improvements. The project is located along Oso Creek Channel between the Laguna Niguel Metrolink Station and the Three Flags commercial center. The site is partially on City street right-of-way and partially on Orange County Flood Control District right-of-way for the Oso Creek flood control channel. Ardurra provided grant services for the project, which was funded primarily by an OCTA Tier 2 Environmental Cleanup Program grant and a State Water Resources Control Board Proposition 84 stormwater grant. **This multi-use trail project won the American Society of Civil Engineers (ASCE) Bikeways and Trails Project of the Year Award in 2015.**

ALAMITOS BEACH CONCESSION BUILDING

Client: City of Long Beach

Services: Project Management, Construction Management, Peer Estimate
Start: 2019 **Complete:** Ongoing
Construction Value: $6.5 million
Team Members: Dino D'Emilia, PE, F.ASCE, QSD (Principal-in-Charge, Construction Manager); Dustin Blackwell and Adam Banihamed (Assistant Construction Manager, Project Controls); HLCM (Peer Estimate)



Ardurra was engaged to take over the provision of CM services for the construction of a two-story beach restaurant, a public beach restroom, beach rental facility, and a dune-themed beach playground. Shortly after construction began, the project experienced complex and substantial issues that impacted the budget and schedule. In order to expeditiously address the problems, the City engaged the Ardurra PM/CM team to replace the original construction management team and assist the project team to keep the project on track and minimize the impacts to the project.

Ardurra assisted the City to resolve the following complex construction challenges on the project including:

- A substantial foundation re-design, cost and time change order negotiations and processing
- Contractor delays resulting from subcontracting difficulties
- Contractor posturing with RFIs and potential claim correspondences
- Additional coordination meetings to address contractor issues
- Burdensome RFI and submittal process due to contractor posturing and staff lacking industry competence
- Site coordination around the Grand Prix Event due to project delays
- Coronavirus (COVID-19) Pandemic/Stay-at-Home Orders related matters
- Surety takeover and replacement of defaulted contractor

Ardurra also provided project control services to maintain tight and efficient documentation, and to coordinate quality assurance special and deputy testing for the project. Ardurra worked collaboratively with the project design team, the City's full-time inspector and City's project management and construction services departments to deliver the project.

Subconsultant HL Construction Management (HLCM) was utilized to compile a peer estimate for changes to the foundation design in order to assist with potential claim resolution.

"Nice work team! This is a huge milestone for the project. Terminating a contractor, negotiating with the surety, onboarding a replacement contractor, fielding the media inquiries, and expediting review and execution of the takeover agreement is no easy task. But this team made it look effortless. Thanks for all the hard work and late nights to bring this together."

– Joshua Hickman, Bureau Manager,
City of Long Beach Public Works
Business Operations Bureau

ADDITIONAL PROJECT EXPERIENCE

Provided below are a few representative projects for our subconsultants GAI and HLCM.

GAI Projects

City of Arcadia, Geotechnical Plan Review, Investigation, Monitoring, Testing, and Inspection for the Eisenhower Memorial Park Improvement (2020)

GAI performed a geotechnical plan review, geotechnical engineering evaluation/investigation, and during construction geotechnical materials inspection and testing for Eisenhower Memorial Park Renovations. Our geotechnical plan review services consisted of reviewing, editing, and stamping the plans provided by the City. GAI's geotechnical engineering investigation consisted of field exploration, laboratory testing, office engineering, and a final report for the design and construction of the project. During construction, services included providing field monitoring, testing, and inspection; performing laboratory tests on subgrade, base, masonry, and concrete; and preparing and submitting daily inspection reports.



The project involved construction of two restroom/concession facilities, baseball fields, parking area, dog park, scoreboard, new bleachers, shade shelters, and a pedestrian bridge, amongst other improvements.

City of Burbank, Independent Assurance Program and Geotechnical Engineering Services for Burbank Channel Bikeway Project, CML-5200(046) (2019-2020)

The project included the construction of a new sidewalk and boardwalk, installation of piles where the boardwalk is elevated above the ground surface, installation of modular walls and various culverts, ramps lighting and restriping for the site. GAI provided during construction geotechnical observation and monitoring, Independent Assurance Program (IAP) inspection and testing, materials special inspection, and laboratory testing services for construction of a bike path along Burbank Channel from Olive Avenue to Alameda Avenue. GAI's assigned engineer was on site full-time during drilling and pile installation, to confirm the integrity of the drilled hole and to confirm that the drilled subsurface materials were consistent with the findings of previous investigations.

City of City of Chino, Pavement Evaluation, Geotechnical and Materials Special Inspection for El Prado Road Pavement Reconstruction Between Kimball Avenue and Central Avenue (2020)

The project involved reconstruction of the pavement section for El Prado Road between Kimball Avenue and Central Avenue, and included pulverizing the existing asphalt and base layers, mixing the pulverized materials with cement, compacting and curing of the cement-treated base, and placing 6.5 inches of asphalt on top of the treated base layer. The project also included the R&R of some existing curb and gutter and ramps and crosswalks.

GAI provided an as-constructed pavement evaluation to evaluate strength characteristics of the recently paved section, including asphalt concrete and cement stabilized pulverized base (CSPB) placed at El Prado Road between Kimball Avenue and Central Avenue. GAI performed site reconnaissance and finalized testing segments; traffic control during the field operation; Falling Weight Deflectometer (FWD) test along the entire length of the street, with 200-foot apart tests, and 50-foot apart tests in two limited segments; evaluated and analyzed the FWD test data; and prepared a final report.

GAI also provided all the during-construction geotechnical and material special inspection services for this project. GAI's scope of services included providing field monitoring, testing and continuous and periodic inspection for the street pavement work, performing laboratory tests on subgrade, concrete, and asphalt materials, preparing, and submitting daily inspection reports.

City of Pomona, Slope Failure Cause Investigation and Slope Stability Evaluation at Ganesha Park (2017)

After several severe rains during early 2017, the City of Pomona noticed a slope failure on the ascending slope above Paige Drive in Ganesha Park. The City hired GAI to perform site observation and investigation; prepare a report that discussed the observed failures and causes; and provide temporary mitigative measures for stabilizing the slope. Due to urgency of the task and satiability concerns, GAI completed the investigative tasks and entire scope of work in less than a week.

HLCM Projects

Corona Del Mar High School Sports Fields Newport-Mesa USD, Newport Beach (2018)

This project involved a design development and construction document milestone estimates. Scope includes replacement of existing track and field with new synthetic turf field, modernization of existing men's/women's restrooms, perimeter fencing, associated grading and site work, irrigation and landscape work, site lighting and electrical work.

Adventure Playground, Yorba Linda (2021)



This Adventure Playground renovation project features a waterfall, waterslide, water play area with splash pad, zipline adjacent to a treehouse with elevated cat walks, slide, and a maze. A multi-purpose area, play field, and supportive facilities are also included for the visitors.

HLCM provided a construction document milestone estimate. The base scope elements included a waterslide, treehouses, zipline, offices, wood storage building, splash pad, wiffleball field, and sitework. HLCM's team provided probable construction costs on the components of MEP design, sustainable features, complex electrical infrastructure, associated hardscape and synthetic surfacing elements. The water play amenities required significant utility infrastructure.



Anthony Munoz Community Center, Ontario (2019)

This community center includes a 2,500-SF multi-purpose room, teaching kitchen, two activity/ classrooms, tot room with outdoor play area, administrative office space and a 25-yard recreation pool with an enclosed patio area. The MPR room opens to views of the park playing fields, and views of the San Bernardino mountains.

HLCM provided the schematic, design development and construction document milestone estimates. HLCM guided the design team to develop the budget goal for site development, open space improvements, and pool. The estimating team provided cost solutions to the limited budget constraints of this public project.

Rancho Cordova Little League Facilities Renovation, Rancho Cordova (2021)

This project involved a schematic design milestone estimate. Scope included a modular building with concessions, storage and restrooms, sitework, and an FFE owner purchase aluminum bleacher. The project was funded by the city's Community Enhancement Fund.

Great Park Ice, Irvine (2019)

This LEED Silver facility is a pioneering hockey and community center in Southern California. It features four indoor ice rinks (three NHL regulation rinks and one Olympic regulation rink). Other features include a sports bar, party rooms, classrooms, and outdoor public spaces and amenities. The design team incorporated the various phases of water throughout, including vapor, liquid, and frozen. HLCM provided extensive change order analysis and negotiation. HLCM was tasked with substantiating and validating numerous costs involved and submitted on this $110-million facility. The scope included a comprehensive and detailed study of the contractual scope of equipment, labor, installation costs, and schedules.

REFERENCES

We are proud of our track record of successfully delivering quality projects and services, to which our references will attest. Below are a few of our client contacts for which we are providing similar construction management and inspection services. Descriptions of these projects are shown above.

Name:	Kelli Tunnicliff *(former Signal Hill Public Works Director, now with City of Lakewood)*	Temo Galvez, PE	Eric O. Lopez
Title:	Deputy Director of Public Works	Deputy Director of Public Works/ City Engineer	Public Works Director
Agency:	City of Signal Hill *(contact now with the City of Lakewood)*	City of Fountain Valley	City of Long Beach
Project:	Signal Hill Dog Park	Fountain Valley Recreation Center Exterior Improvements	15th Street Bike Boulevard of Parks
Ardurra Team:	Dino D'Emilia (PIC) John Wolitarsky (QA/QC)	Dino D'Emilia (PIC) John Wolitarsky, CCM (PM/CM)	Dino D'Emilia (PIC) John Wolitarsky, CCM (CM)
Phone:	562.209.0037	949.294.4508	562.570.5690
Email:	Ktunnicliff@lakewoodcity.org	Temo.Galvez@fountainvalley.org	Eric.Lopez@longbeach.gov

RESUMES

Our proposed team members (shown in the organization chart on page 6) are highly skilled in their respective fields, and assembled together offer the City an experienced team ready to deliver this important park rehabilitation project for the community of Cypress.

Led by a seasoned construction manager that you know and trust, **John Wolitarsky** recently provided CM services for the City's Police Department Modernization Project and has built excellent working relationships with City staff and has become very familiar with the inner structure of the City. Over the course of his career, John has provided CM services for more than 50 acres of parkland projects, including mass grading, offsite improvements, new playgrounds, baseball fields, trail systems, restrooms and other park-related amenities. In addition, John has provided constructability review, collaborated with other design professionals, and coordinated cost estimation services on several high-profile projects across Southern California. John will draw on this experience to lead this project, maintain the schedule and budget, and work quickly towards solutions as challenges arise in the field.

John's qualifications, along with the qualifications for our key personnel, are provided in the resumes on the following pages. We would be happy to provide more detailed resumes if the City requests.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Dino D'Emilia, PE, F.ASCE, QSD	**Principal-in-Charge (PIC)**	31	12

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Civil Engineering	1996/PE/CA #C55453

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Dino D'Emilia brings extensive experience in project leadership, CM and civil engineering. He has completed nearly $1B in local agency public works projects in Southern California. He is known as a project and construction manager who directly engages in both the intricacies of projects as well as overall quality, timely completion and cost-effectiveness. He brings expert-level knowledge of the Caltrans LAPM and relevant federal regulations and documentation.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Fountain Valley Recreation Center Exterior Improvements
(Fountain Valley, CA)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2018	2018

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

PIC for this $1M exterior renovation of the City's 40-year-old recreation center. Managed replacement of the building's storefront windows, doors and roof. Oversaw construction of a new entry area and the repainting of the entire building exterior. The center remained open for classes and community activities throughout construction.

b.

(1) TITLE AND LOCATION *(City and State)*

Belmont Plaza Pool Rebuild/Revitalization Project
(Long Beach, CA)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

PM for the $103.1M aquatics center replacing the now-demolished Belmont Olympic Pool. The new facility will host swimming, water polo and platform diving events at the local, regional and national levels. Represents the City and its interests in all negotiations, meetings, community outreach, entitlements, permitting, design management and related activities throughout the project.

c.

(1) TITLE AND LOCATION *(City and State)*

Alamitos Beach Concession Building
(Long Beach, CA)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

PIC for the construction of a 2-story beach concession stand/restaurant and two auxiliary buildings. Ardurra provided documents control services to streamline the workload and lessen the budget needed to complete the project. Included submittal review, meeting preparation, keeping RFI log up to date, logging and file inspection requests and reports, assist in preparing independent cost estimates and updating plan sheets.

d.

(1) TITLE AND LOCATION *(City and State)*

On-Call Program Management
(Long Beach, CA)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

PIC for $4M project management services contract. Due to a heavy staff workload, the City sought project management support to finish a variety of improvements. To date, Ardurra has managed projects valued at more than $50M. These include: bicycle improvements at Ocean and Shoreline, Seaside Way street improvements, 11th Place stairway and bluff repair, water quality improvements, stormwater total maximum daily load compliance, the Leeway Sailing and Aquatic Center expansion and renovation, beach restroom replacements, the new Seaside Way pedestrian bridge, new beachfront pedestrian and bicycle path, Belmont Pier feasibility study and interim improvements, Cherry Beach Playground, beach basketball courts at Junipero, Drake Soccer Field, Pine Avenue-Seaside Way to Anaheim Street, Wrigley Greenbelt, DeForest Park Duck Pond, Colorado Lagoon Restoration, beach concession stand improvements, beach maintenance facility clarifier and office improvements, and Naples Seawall improvements, Phase 1. Provides scheduling training and peer reviews for staff of Public Works Department and Tidelands Division.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
John Wolitarsky, CCM	**Construction Manager, Constructability Review, Professional Design Support**	36	6

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA ***(El Segundo, CA)***

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Business Administration	Certified Construction Manager, CMAA #10457

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

John Wolitarsky has delivered critical public facility, recreation, aquatics, roadway, water and utility improvement projects for many Southern California cities and regional agencies. He has managed high-profile arterial roadway improvements, such as the City of Fountain Valley's $3.2M Edinger Avenue-Harbor Boulevard rehabilitation. John's equally extensive water project background includes the renewal and replacement of domestic water and sewer lines and reservoirs. For the City of South Pasadena, John directed the $20M Garfield Reservoir replacement. His public facility improvement work also includes recreation complexes, fire stations, fountains, more than 50 acres of parkland projects, and aquatic centers such as the $12M City of Santa Monica Aquatic Center.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Construction Management for Santa Clarita Parks *(Santa Clarita, CA)*	2007	2007

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Construction manager for Phase 3 of the Central Park Master Plan, a $1.6M project that built two full-size, lighted multi-use sports fields; a basketball court and resurfaced existing courts; irrigation and shade structures; 170 parking spaces; and an enhanced path for walking and running. Construction manager for Todd Longshore Park, a $2.5M improvements project upgrading a10-acre hillside park with city views and entailed extensive grading and construction of a concrete trail system, ADA-compliant restrooms, and installation of play equipment, decorative lighting, landscaping and irrigation.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Fountain Valley Recreation Center Exterior Improvements *(Fountain Valley, CA)*	2018	2018

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Construction manager for this $1M exterior renovation of the City's 40-year-old recreation center. Managed replacement of the building's storefront windows, doors and roof. Oversaw construction of a new entry area and the repainting of the entire building exterior. Delivered the project on schedule and within budget through close coordination with City staff, contractor and architect. The center remained open for classes and community activities throughout construction.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
El Monte Aquatic Center Renovation *(El Monte, CA)*	2017	2017

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Construction manager for extensive updates to a municipal aquatic center with three pools. The $950K project required such steps as removing and storing two large bulkheads with a crane, draining the pools and water-blasting gutter grates to prepare for construction. Services included monitoring safety measures, plaster and tile removal and re-plastering, light removal, construction notice posting, construction waste disposal, dust and noise control.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Cypress Police Department Seismic Retrofit, Emergency Operations Center, and Modernization Project *(Cypress, CA)*	2022	2022

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Construction manager for this $3.2M seismic upgrade and complete modernization to the interior of the existing Police Department (PD). This 20,000 SF building with a partial basement includes new electrical, HVAC, office space, conference rooms, restrooms/locker rooms, evidence room, an outdoor patio, as well as seismic retrofitting of the building. Required substantial coordination with the PD to relocate personnel to temporary trailers during construction.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Chip Vanderbeek, QSP	**Inspector**	44	4

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA ***(El Segundo, CA)***

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Geology/Civil Engineering Studies; HAZWOPER 40 Hour; HAZWOPER 24 Hour Certified Supervisor; Campbell Nuclear Gauge	Qualified SWPPP Practitioner (QSP) #27109 Certified Inspector of Sediment and Erosion Control (CISEC) #2688

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Chip Vanderbeek has overseen grading operations and been responsible for QC of several multi-million cubic-yard hillside and flat land grading projects. Chip's inspection background includes inspection and testing of reclaimed and potable water systems, sewer, storm drain water, subgrade, base course, asphalt and concrete inspection, shoring and deep caisson inspection, and earth retention wall systems. Chip has performed preliminary geotechnical investigations, report preparation, asphalt and concrete inspection, foundation inspection, soils and materials laboratory work and geotechnical investigations. Chip has provided inspection services for various park projects throughout Southern California.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Laguna Hills Community Center and Sports Complex** *(Laguna Hills, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2001 — CONSTRUCTION *(if applicable)*: 2001

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Inspection services for grading, wet/dry utilities, concrete, curb and gutter subgrade, base, paving, and retaining walls. Project included several soccer fields, baseball diamonds, a skateboard park, a roller hockey rink, a tot lot, and playground area.

b.

(1) TITLE AND LOCATION *(City and State)*: **Shea Homes at Glenwood** *(Aliso Viejo, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2011 — CONSTRUCTION *(if applicable)*: 2011

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Inspection services for the construction of 6.4 acres of public parks that included two tot lots, several trails and fitness stations. Also lead inspector for $65M Glenwood Development. Project involved hillside grading and utility installation for a 250 single- and multi-family lot development and associated infrastructure. Inspected construction and installation of sewer, storm drain, and over 6,000 feet of potable and recycled water lines and dry utilities. Responsibilities included overseeing grading operations, supervising personnel, quality control, weekly project team meetings, writing field memoranda, client contacts and preparing geotechnical reports. Assisted offsite superintendent and PM with assessing quantities, schedules, and RFIs. Inspected the construction and installation of sewer, storm drain, water lines and dry utilities. Inspected curb and gutter, roadway subgrade, aggregate base, asphalt paving and sidewalks; footings for retaining walls, MSE walls and houses. Lead inspector for $4.2M construction of a recreation center building, aquatic center, and associated underground improvements and parking lot construction. Verified quantities, submittals and RFIs. Inspected onsite tract work for sewer, water, and joint trench services, as well as City sidewalks, driveways, and flatwork.

c.

(1) TITLE AND LOCATION *(City and State)*: **Ocean Place Park Residential Development** *(Seal Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing — CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspection services for paving during construction of the Ocean Place park residential development. Ocean Place is a very important park and development for the City. Construction involved site preparation, grading, slope and erosion control, sanitary sewers, domestic water, onsite and offsite street improvements, onsite and offsite storm drain and water quality BMPs.

d.

(1) TITLE AND LOCATION *(City and State)*: **Ocean Place (Tract 17425) CM and Inspection** *(Seal Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing — CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector responsible for finishing of grading and drainage of a park, all offsite and onsite utility and street work, re-certifying of pads used for laydown, final check of grading and area drains after the homes are built per plan.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Adam Banihamed	**Projects Controls/Documents Control**	3	2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA ***(El Segundo, CA)***

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/California State University, Northridge	

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Adam Banihamed is a documents control and project controls specialist with a passion for the structural aspect of civil engineering. Adam produces, processes, and archives construction documents related to cost estimates, project progress, payroll management, change orders, RFIs and submittals.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Alamitos Beach Concession Building
(Long Beach, CA)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Assistant construction manager/project controls officer for the construction of a 2-story beach concession stand/restaurant and two auxiliary buildings. Ardurra provided documents control services to streamline the workload and lessen the budget needed to complete the project. Responsibilities included submittal review, meeting preparation, keeping RFI log up to date, logging and file inspection requests and reports, assist in preparing independent cost estimates and updating plan sheets.

b.

(1) TITLE AND LOCATION *(City and State)*

Belmont Plaza Pool Rebuild/Revitalization Project
(Long Beach, CA)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Assists with project controls for the $103.1M aquatics center replacing the now-demolished Belmont Olympic Pool. The new facility will host swimming, water polo and platform diving events at the local, regional and national levels.

c.

(1) TITLE AND LOCATION *(City and State)*

Redondo Beach Transit Center
(Redondo Beach, CA)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Assistant construction manager/project controls officer for CM and inspection of the new $11.5M Redondo Beach Transit Center. Responsibilities include bid filing and maintaining a plan revisions spreadsheet. Phase one of the project includes construction of a new Transit Center to replace the existing Transit Center located adjacent to the Galleria. The new Transit Center will be constructed at a site south of Target along Kingsdale Avenue. When completed, the new Transit Center will consist of a 2,900 SF building housing an operator lounge, private restrooms, public restrooms, and offices. Other improvements include a kiss-and-ride parking lot and passenger drop-off area, as well as bus bays. In addition, traffic signals, striping and construction of an upper-level parking lot will be included. Phase two improvements will include the widening and realignment of Kingsdale Avenue between Grant Avenue and Artesia Boulevard. This roadway improvement will include an additional dedicated northbound right turn lane, new sidewalk, streetlights, and landscaping on the easterly side of the newly widened street adjacent to the Galleria Shopping Center.

d.

(1) TITLE AND LOCATION *(City and State)*

Torrance Transit Park and Ride Regional Terminal
(Torrance, CA)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Assists with project controls for this $21M flagship terminal for the City's 11-route agency, Torrance Transit, and other public transportation providers. This LEED v2009 Gold project includes parking for buses and automobiles, covered passenger boarding areas, offices, employee break areas, and retail spaces. The project also involves offsite improvements for the installation of required utilities, the widening of Crenshaw Boulevard, and construction of an extension of 208th Street as well as related improvements.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jay Helekar	**Cost Estimator**	25	14

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

HL Construction Management *(Orange, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
AA, Cal State University, Long Beach	LEED AP BD+C (US Green Building Council)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Jay Helekar brings 25 years of preconstruction cost estimating consulting experience with public sector projects. He understands the preconstruction effort of publicly funded projects and the challenges and cost implications of the planning and design. As principal and founder of HLCM, Jay oversees a premier estimating team that provides project controls including cost estimating, change order analysis, scheduling,and constructability reviews. He was selected to teach a series of cost estimating courses for an intern training program at a themed entertainment park in Anaheim.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Adventure Playground *(Yorba Linda, CA)*	2021	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Cost estimator for this project that involved a construction document estimate milestone for a scope for a new waterslide, mud pit, rope swing, wiffleball field, and zipline. The Master Plan includes newly added amenities such as a rock climbing wall, treehouse structures and suspension bridges, splash pad and water features, large shade/seating area, a meandering creek, and updated storage areas.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Anthony Munoz Community Center *(Ontario, CA)*	2019	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Cost estimator for this project that involved schematic, design development, and construction document milestones for a new 60,000 SF community center, construction of a new single-story recreation and aquatic center featuring an MPR, a modern kitchen, an activity room, tot room with tot playground, a new youth playground, swimming pool with large pool deck, and paved courtyard and mountain-view terrace.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Rancho Cordova Little League Facilities Renovation *(Rancho Cordova, CA)*	2021	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Cost estimator for this project that involved a schematic design milestone estimate. Scope included a modular building with concessions, storage and restrooms, sitework, and an FFE owner purchase aluminum bleacher. The project was funded by the City's Community Enhancement Fund.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Aquatics and Recreation Center *(Yucca Valley, CA)*	2020	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Cost estimator for this project that involved a ROM and 50% schematic design milestone estimate. Funded by a $22M state grant, this aquatics and fitness center includes a hybrid indoor pool, additional new indoor recreation amenities, a one-court gymnasium. Exterior improvements include a splash pad, an exercise walking/jogging path, multi-purpose landscape areas, and surface parking.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Corona Del Mar High School Sports Fields Newport-Mesa USD *(Newport Beach, CA)*	2018	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Cost estimator for this project that involved a design development and construction document milestone estimates. Scope includes replacement of existing track and field with new synthetic turf field, modernization of existing men's/women's restrooms, perimeter fencing, associated grading and site work, irrigation and landscape work, site lighting and electrical work.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ronald Hanson, CEG, PG	**Geotechnical & Material Testing**	37	10

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Geo-Advantec *(San Dimas, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Geology Graduate Courses in Geology	California Certified Engineering Geologist #1841 California Professional Geologist #5143

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Ronald Hanson is a California Professional Geologist with over 37 years of experience performing geological/geotechnical investigations, geologic/soils inspections and preparing geological reports. He has supervised and worked on numerous grading operations and was the lead geologic inspector of the CC Ranch project in Castaic, a large project that consisted of 4M yards of soil being moved. He has worked as the Public Works Inspector of Record.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Materials Testing and Inspection for Redondo Beach South Bay Regional Intermodal Transit Center** *(Redondo Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Senior inspector for this project that involved the construction of a new transit building, bus bays, retaining walls, parking lot and associated appurtenances. During construction GAI performed field monitoring, testing and inspection for the grading work, laboratory tests on soils, base asphalt and concrete, and preparing and submitting daily inspection reports.

b.

(1) TITLE AND LOCATION *(City and State)*: **Eisenhower Memorial Park Improvement Project** *(Arcadia, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Principal engineering geologist for this project that involved construction of two restroom/concession facilities, baseball fields, parking area, dog park, scoreboard, new bleachers, shade shelters, and a pedestrian bridge. GAI performed a geotechnical plan review, geotechnical engineering evaluation/investigation, and during construction geotechnical materials inspection and testing for the park renovations.

c.

(1) TITLE AND LOCATION *(City and State)*: **Geotechnical Investigation, Field Observation and Testing for Avenida Entrada, et al., Street Improvements** *(San Dimas, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Principal engineering geologist for this project that involved rehabilitation of residential street improvements, including FDRR of the entire asphalt concrete and base layer, reworking of the subgrade soils, and placing back well-compacted layers of base and asphalt concrete.

d.

(1) TITLE AND LOCATION *(City and State)*: **Pavement Engineering, Field Inspection and Testing for Washington Blvd. Rehabilitation** *(Commerce, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Field supervisor/principal engineering geologist for this project that involved the rehabilitation, reconstruction, and widening covering a 2.7-mile-segment of Washington Boulevard, widening of the boulevard from two lanes to three lanes in each direction.

e.

(1) TITLE AND LOCATION *(City and State)*: **Slope Failure Cause Investigation and Slope Stability Evaluation at Ganesha Park** *(Pomona, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Field supervisor/principal engineering geologist for this project that involved slope failure on the ascending slope above Paige Drive in Ganesha Park. GAI performed site observation and investigation; prepared a report that discussed the observed failures and causes; and provided temporary mitigative measures for stabilizing the slope. Due to urgency of the task and satiability concerns, GAI completed the investigative tasks and entire scope of work in less than a week.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Dominique McGee	**Soil/Concrete Inspector**	3	<1

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Geo-Advantec *(San Dimas, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
High School Diploma	ACI Concrete Field Testing Technician-Grade I (#1404510) APNGA Portable Nuclear Gauge Safety & USDOT Hazmat Certification

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Dominique McGee has performed as inspector of soil, concrete, and asphalt on several public works projects in Southern California.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Geotechnical Services for Torrance Transit Park & Ride Regional Terminal, Phase I-Rough Grading** *(Torrance, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for this project that involved a proposed one-story and a two-story building, bus platform, canopies and pavement of the designated areas. Provided geotechnical services, grading observation and soils testing for different components of the project. The purpose of testing and inspection of the grading operations was to verify that the completed work complied with the project plans, specifications, special provisions, and geotechnical recommendations.

b.

(1) TITLE AND LOCATION *(City and State)*: **3rd Avenue, Starhill Lane, Don Julian Road, and Basetdale Avenue Waterline Improvements** *(Industry, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for this project that involved construction of new water lines along 3rd Avenue, Starhill Lane, Don Julian Road and Basetdale Avenue, which included removing the existing pavement, trenching and backfilling and replacing with new pavement. Provided field monitoring, testing and inspection for the utility trench work, and prepared and submitted daily inspection reports.

c.

(1) TITLE AND LOCATION *(City and State)*: **Materials Testing and Inspection for San Manuel Band of Mission Indians for San Manuel 66-kV Substation** *(Highland, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for this project that involved the construction of a new substation, which included placement of new electrical lines and trenches, perimeter wall, utilities and pavement replacement.

d.

(1) TITLE AND LOCATION *(City and State)*: **Geotechnical and Materials Testing and Inspection for Cypress Police Department Modernization** *(Cypress, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for this project that involved the modernization of the existing police department building, which includes new utilities, a new patio and seismic retrofitting.

e.

(1) TITLE AND LOCATION *(City and State)*: **Soils/Materials Testing and Inspection for Modernization of Leuzinger High School Athletic Fields/Facilities** *(Lawndale, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector/technician for this project that involved the renovation/reconstruction/modernization of the athletic fields and facilities at Leuzinger High School. GAI's work included field inspection and testing for soils, concrete and masonry; welding, NDT testing and field-pull testing and observation; laboratory testing on soils, concrete, and masonry; providing daily reports on field observations and testing; and providing DSA 291 and 293 reports.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ivan Canales	**Soil/Concrete Inspector**	1	1

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Geo-Advantec *(San Dimas, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BA, Sociology (Minor in Education)	ICC: SI Soils Codes Module; Special Inspector General Requirements (#9801915); APNGA Portable Nuclear Gauge Safety Certification

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Ivan Canales has performed as inspector of soil, concrete, and asphalt on public works projects in Southern California.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Geotechnical Services for Torrance Transit Park & Ride Regional Terminal, Phase I-Rough Grading** *(Torrance, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for this project that involved a proposed one-story and a two-story building, bus platform, canopies and pavement of the designated areas. Provided geotechnical services, grading observation and soils testing. The purpose of testing and inspection of the grading operations was to verify that the completed work complied with the project plans, specifications, special provisions, and geotechnical recommendations.

b.

(1) TITLE AND LOCATION *(City and State)*: **Materials Testing and Inspection for Redondo Beach South Bay Regional Intermodal Transit Center** *(Redondo Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for this project that involved construction of a new transit building, bus bays, retaining walls, parking lot and associated appurtenances. During construction, GAI provided field monitoring, testing and inspection for the grading work, laboratory tests on soils, base asphalt and concrete; and preparing and submitting daily inspection reports.

c.

(1) TITLE AND LOCATION *(City and State)*: **Materials Testing and Inspection Services for the Reconstruction and Overlay of Covina Boulevard** *(San Dimas, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for this project that involved the reconstruction and overlay of Covina Boulevard from the 57 freeway on-ramp to Arrow Highway, as well as the removal and replacement of existing curb and gutter, curb ramps, and sidewalk reconstruction. Provided field monitoring, testing and inspection for the street pavement work, and prepared and submitted daily inspection reports.

d.

(1) TITLE AND LOCATION *(City and State)*: **Geotechnical Monitoring and Materials Testing Services for Descanso Drive Street Improvements** *(La Canada Flintridge, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for this project that involved the resurfacing of Descanso Drive from Verdugo Blvd. to Chevy Chase Drive in the city of La Canada Flintridge. The project also included the removal and replacement of existing curb and gutter, sidewalk and drive approach reconstruction.

e.

(1) TITLE AND LOCATION *(City and State)*: **Soils and Materials Testing and Inspection for Lakewood High School Track and Field** *(Lakewood, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

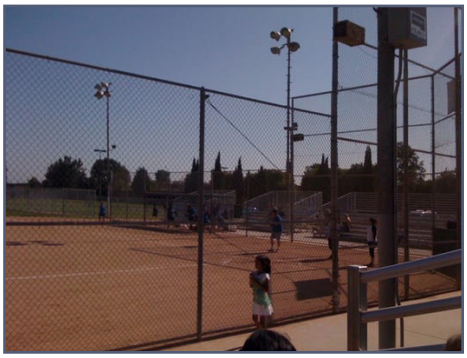
Inspector/technician for this project that involved replacement of existing track with an all-weather track surface; replacement of the electronic scoreboard; reconstruction of the existing bleachers to create accessible seating; and replacement of the field with synthetic turf. GAI's scope included soils/grading monitoring and testing, testing of concrete and reinforcing steel, earth work/soils inspection, asphaltic concrete plant inspection, asphaltic concrete placement inspection, concrete batch plant inspection, concrete placement inspection and sampling, concrete and masonry sampling and testing, and all other field inspection and laboratory testing, as required.

SECTION 3: PROJECT UNDERSTANDING AND MANAGEMENT APPROACH

Our approach provides you streamlined delivery, improved communications, and enhanced project outcomes. We adapt our process and manage our resources to meet your needs and your project.

UNDERSTANDING

Based on a thorough review of the City's RFP for the Arnold Cypress Park Rehabilitation Project, Ardurra understands that the City wishes to retain the services of a qualified and experienced firm to provide professional services required to successfully undertake and complete all required phases of this project. In particular, the phases will consist of constructability review and probable cost of construction services in coordination with the design group and City staff during the design phase of the project; assist the City with prequalifying construction contractors prior to the bid phase; and provide construction management and inspection services once the construction phase begins.

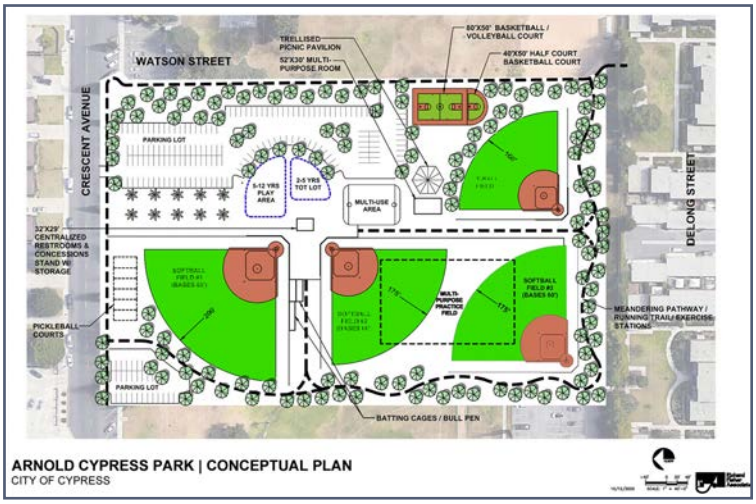


Home to Cypress Girls' Softball

The City through its Public Works Department will soon engage a design group to incorporate the new park amenities that were determined as priorities as a result of community workshops. As reflected in the current conceptual plan for the project, the list of amenities will include the following:

- Four softball fields
- Batting cages
- Six pickle ball courts
- One multi-use court
- Centralized restroom and concession building
- Basketball/volleyball court
- Playground areas
- Picnic pavilion
- Walking/jogging path with exercise equipment stations

It is anticipated that the design phase of the project will be completed within 9 – 12 months, and the anticipated construction duration is 12 months. Although figures have not been finalized, it is projected that the construction value of this project will be between $12,500,000 and $15,000,000.



Arnold Cypress Park Conceptual Plan provided in the RFP

SCOPE OF SERVICES

Ardurra has assembled a highly experienced and knowledgeable team of proven professionals that have worked on projects similar in scope and size. With the expertise of this team, we will provide the City with strong support and effective guidance during the following project phases:

Constructability Review/Design Support Services:

- Participate in design team meetings and provide input
- Ongoing review of design elements and cost estimates
- Provide formal constructability review at 60% and 90% design plans
- Review and prepare probable cost of construction estimates at 60% and 90% complete design plans

Preconstruction Support Services:

- Assist the City in preparing the contractor prequalification package
- Assist the City with review of the prequalification packages submitted by contractors

Construction Management and Inspection Services:

- Provide preconstruction services
- Provide CM services during construction, including conducting weekly construction progress meetings, monitoring of construction schedule and project budget, as well as review and processing of change orders, progress payments and monitoring of BMPs
- Provide project inspection services during construction, including required testing coordination, ensuring strict adherence to the project plans and specifications, and provide ongoing QA/QC
- Provide document tracking and control, inclusive of RFIs, submittals, change orders, weekly statement of working days, progress payments, meeting agendas and minutes, progress reports, test results, claims, daily inspection logs, time and material reporting, project photos, monitoring of as-built plans, tracking of punch list items and project closeout

In addition to the services outlined above, the Ardurra team will look at potential issues outside the envelope of the project itself and look at potential offsite issues that could impact the project such as potential street improvements and/or utility connections. Ardurra will also review any mitigating factors that may be required as a result of the findings made part of the negative declaration and determine how best to implement these findings with minor impacts to the project. Ardurra's proven management approach is outlined below and will be incorporated into this project to ensure quality control from start to finish.

POTENTIAL CONSTRUCTION CHALLENGES

Professional Design Support: During the design period, Ardurra will review and identify items that may be long lead items and establish anticipated lengths of time required for delivery. In addition, when possible, such as with specified play equipment, domestic vendors and fabricators will be favored in order to avoid potential delays experienced with non-domestic vendors. Special attention will be paid to the grading plan and minimal export will be encouraged, if possible, to reduce construction truck traffic. Ardurra will also provide input on the demolition plan and look at phasing options to reduce the impact to adjacent properties. Ardurra will also assist staff with the inclusion of specific language in the bid documents to ensure that contractors bidding this project are prequalified to do so.

Adjacent Properties: Arnold Cypress Park is currently surrounded by both single-family and multi-family homes to the east, west and south, and Kennedy High School lies to the north of the park across Crescent Avenue. Given the close proximity of adjacent properties as well as the high school, it will be imperative to incorporate a public relations strategy to keep all affected parties well informed of activities throughout the course of the project. During grading operations and throughout the course of construction, dust control measures will be required and strict enforcement maintained.

Given the high level of foot traffic generated by students at Kennedy High School, the ingress and egress of construction vehicles will be evaluated and located in the safest area. Traffic control requirements will be determined and strictly enforced throughout the construction phase.



Google Maps screenshot showing the proximity of Arnold Cypress Park within the residential community and Kennedy High School to the north



Our team is sensitive to the affects of construction operations to this community and will adhere to all requirements (such as noise and dust control as well as allowable working hours) to minimize impacts.
(image: Google)

Prequalification Process: Ardurra's CM team is well-versed at conducting public bid prequalification processes. The team will blend the City's RFQ process with the Labor Commissioner's Model Questionnaire in order to conduct a prequalification process for the project that complies with Public Contract Code Section 20101. Ardurra can also utilize recent examples of prequalification processes implemented on other public agency projects.

Safety: First and foremost, Ardurra always considers safety the most important issue on any construction project. Ardurra managers and inspectors are at a minimum 10-hour OSHA-certified. Our team will recommend key safety provisions to require the contractor to have competent safety personnel and site-specific safety programs employed on the project at all times and will monitor the contractor's operations for compliance with the project safety requirements and requisite provisions of state and federal law.

Public Relations: The Ardurra team is empathetic to the motorists, residents, and businesses that are affected by construction operations, and we are well versed at mitigating such impacts throughout the construction process. We take a proactive approach to reach out to the public, resulting in the successful completion of public works improvement projects in close proximity to adjacent property owners. Strict adherence to allowable working hours, and noise and dust control requirements will be imperative to minimize impacts. The project team will intensify and continue the public relations effort as the start of construction nears and throughout the duration of the project.

Protocol and Communication: Timely and concise communications are essential to the successful completion of any construction project. Protocol will be determined as appropriate for each project and maintained for the project duration. Communications and correspondence will be handled in a professional and respectful manner. Ardurra equips its CM team with the state-of-the-art in electronic management hardware and software, such that electronic documentation is utilized for as much of the required documentation as possible. The Ardurra CM team is well-versed in serving as the primary project contact, acting as the hub of communication with timely distribution of requisite correspondence and documentation to all respective stakeholders as applicable. In addition to time-tested and efficient construction administration and project controls procedures, documents, and programs, Ardurra offers the web-based collaboration of Procore. Procore is a widely used cloud-based construction software that maximizes the efficiency of managing construction projects while connecting project participants to critical project documents and real-time project data.

PROCORE™
CLOUD-BASED CONSTRUCTION SOFTWARE

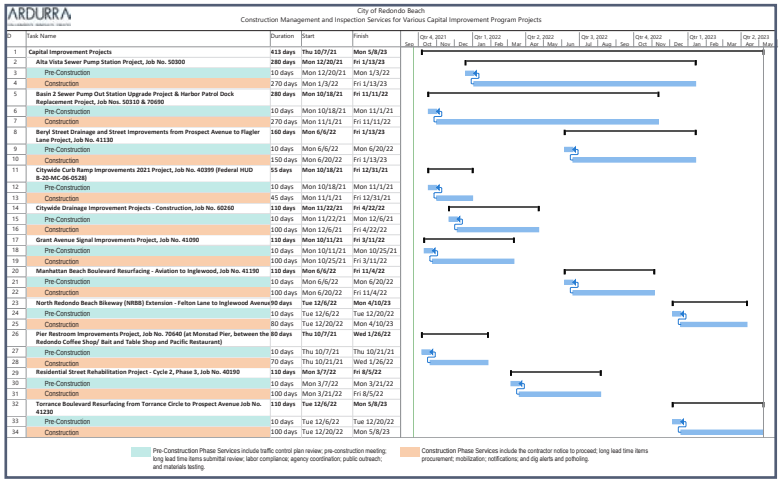
Quality Assurance/Quality Control (QA/QC) Management Process: Ardurra's construction management quality assurance and quality control process starts with standardization of successful procedures. All projects utilize Ardurra's standardized project electronic filing system, which is mirrored with a binder-based hard copy indexed system. Ardurra's electronic filing system is a cloud-based system accessible real-time to all Ardurra project team members as well as its client as requested. Daily, weekly, and periodic correspondence, logs and reports are regularly reviewed for accuracy, up-to-date maintenance, aging, and escalation of issues, appropriateness, potential changes and/or claims and contract compliance. Ardurra CM and inspection staff are equipped with the latest computer, software, smart phone, and internet field connectivity devices. Additionally, Ardurra provides its staff with all required tools, standards, and equipment. Ardurra employs both in-house and outsourced IT support services that continuously monitor and maintain its technology systems. Ardurra also offers its employees excellent benefits, encourages, and compensates for continuous education, resulting in a loyal team of professionals with longevity of service that are on top the latest industry trends. Ardurra's approach and process for client construction contract quality assurance is detailed in the scope of services section.

Temporary and Permanent Utilities: Early and continuous coordination with utilities is imperative to ensure timely availability of temporary and permanent services. Ardurra has extensive experience assisting contractors in dealing with local utilities on complex utility coordination projects for other agencies as well as for utility agencies directly.

Storm Water Pollution Prevention Plan (SWPPP): Bidders should be clearly apprised of the minimum requirements to mitigate stormwater during each phase of construction. It is recommended that a SWPPP be included in the bid package with corresponding separate bid items. The Ardurra team is well-versed at verifying best management practices (BMP) and monitoring establishment, maintenance, and modification of SWPPP measures on complex multi-phase projects. Additionally, the Ardurra team has acted as the data submitter for several local agencies, and implemented the Notice of Intent (NOI) application, uploading of various reports, and processing of the Notice of Termination (NOT).

Availability of Suitable Import: Significant delays can occur if suitable import material is not found within a reasonable distance from the site. The specifications should be clear on the minimum radius from which the contractor should be required to import soils. Depending on the criteria of the soils report, screening or other processing requirements should be stipulated in the bid documents should local material not be required. Minimum documentation requirements should also be detailed to qualify a contractor's request for additional, non-compensable delay days if the availability of soils is purported to impact the schedule. The Ardurra CM team has extensive experience expediting suitable soils for earthwork operations on public projects.

Schedule: The ability of the construction manager to monitor, track and control the contractor rests largely on the adequacy of the specifications and schedule requirements set forth to the contractor. Ardurra will recommend time tested language for incorporation into the bid documents to establish useful and fair scheduling requirements to keep a proactive look-ahead tool for the project.



ID	Task Name	Duration	Start	Finish
1	**Capital Improvement Projects**	**413 days**	**Thu 10/7/21**	**Mon 5/8/23**
2	**Alta Vista Sewer Pump Station Project, Job No. 50300**	**280 days**	**Mon 12/20/21**	**Fri 1/13/23**
3	Pre-Construction	10 days	Mon 12/20/21	Mon 1/3/22
4	Construction	270 days	Mon 1/3/22	Fri 1/13/23
5	**Basin 2 Sewer Pump Out Station Upgrade Project & Harbor Patrol Dock Replacement Project, Job Nos. 50310 & 70690**	**280 days**	**Mon 10/18/21**	**Fri 11/11/22**
6	Pre-Construction	10 days	Mon 10/18/21	Mon 11/1/21
7	Construction	270 days	Mon 11/1/21	Fri 11/11/22
8	**Beryl Street Drainage and Street Improvements from Prospect Avenue to Flagler Lane Project, Job No. 41130**	**160 days**	**Mon 6/6/22**	**Fri 1/13/23**
9	Pre-Construction	10 days	Mon 6/6/22	Mon 6/20/22
10	Construction	150 days	Mon 6/20/22	Fri 1/13/23
11	**Citywide Curb Ramp Improvements 2021 Project, Job No. 40399 (Federal HUD B-20-MC-06-0528)**	**55 days**	**Mon 10/18/21**	**Fri 12/31/21**
12	Pre-Construction	10 days	Mon 10/18/21	Mon 11/1/21
13	Construction	45 days	Mon 11/1/21	Fri 12/31/21
14	**Citywide Drainage Improvement Projects - Construction, Job No. 60260**	**110 days**	**Mon 11/22/21**	**Fri 4/22/22**
15	Pre-Construction	10 days	Mon 11/22/21	Mon 12/6/21
16	Construction	100 days	Mon 12/6/21	Fri 4/22/22
17	**Grant Avenue Signal Improvements Project, Job No. 41090**	**110 days**	**Mon 10/11/21**	**Fri 3/11/22**
18	Pre-Construction	10 days	Mon 10/11/21	Mon 10/25/21
19	Construction	100 days	Mon 10/25/21	Fri 3/11/22
20	**Manhattan Beach Boulevard Resurfacing - Aviation to Inglewood, Job No. 41190**	**110 days**	**Mon 6/6/22**	**Fri 11/4/22**
21	Pre-Construction	10 days	Mon 6/6/22	Mon 6/20/22
22	Construction	100 days	Mon 6/20/22	Fri 11/4/22
23	**North Redondo Beach Bikeway (NRBB) Extension - Felton Lane to Inglewood Avenue**	**90 days**	**Tue 12/6/22**	**Mon 4/10/23**
24	Pre-Construction	10 days	Tue 12/6/22	Tue 12/20/22
25	Construction	80 days	Tue 12/20/22	Mon 4/10/23
26	**Pier Restroom Improvements Project, Job No. 70640 (at Monstad Pier, between the Redondo Coffee Shop/ Bait and Table Shop and Pacific Restaurant)**	**80 days**	**Thu 10/7/21**	**Wed 1/26/22**
27	Pre-Construction	10 days	Thu 10/7/21	Thu 10/21/21
28	Construction	70 days	Thu 10/21/21	Wed 1/26/22
29	**Residential Street Rehabilitation Project - Cycle 2, Phase 3, Job No. 40190**	**110 days**	**Mon 3/7/22**	**Fri 8/5/22**
30	Pre-Construction	10 days	Mon 3/7/22	Mon 3/21/22
31	Construction	100 days	Mon 3/21/22	Fri 8/5/22
32	**Torrance Boulevard Resurfacing from Torrance Circle to Prospect Avenue Job No. 41230**	**110 days**	**Tue 12/6/22**	**Mon 5/8/23**
33	Pre-Construction	10 days	Tue 12/6/22	Tue 12/20/22
34	Construction	100 days	Tue 12/20/22	Mon 5/8/23

Pre-Construction Phase Services include traffic control plan review; pre-construction meeting; long lead time items submittal review; labor compliance; agency coordination; public outreach; and materials testing.

Construction Phase Services include the contractor notice to proceed; long lead time items procurement; mobilization; notifications; and dig alerts and potholing.

Our CM is expert at monitoring schedule requirements.

Additionally, these requirements will include provisions to establish clear procedures for addressing only legitimate impacts to project time, thereby minimizing the need for delay related change orders, disputes, and their resulting costs. Ardurra CM staff work proactively and cooperatively with contractors on a weekly basis to review and coordinate upcoming activities, drilling down on each activity to identify key quality assurance, safety, pedestrian control, submittals and/or documentation requirements necessary to successfully implement upcoming activities.

Substitutions and Submittals: Timely procurement of materials and equipment for any building construction project is imperative. By submitting its bid, the contractor is indicating it can successfully procure and construct the necessary components within the allotted time. Ardurra will recommend provisions to be added to the specifications to require that the contractor clearly identifies required lead times for all components of the project through a detailed, subsection by subsection submittal log, tied to the critical path schedule. Ardurra CM staff will assist the City to continuously monitor that the contractor submits each item in a timely manner and that the review and approval of each item is not unnecessarily delayed by the City and/or A/E review process. Responses will be clearly documented to note the contractor's failure to meet specification requirements, thereby maintaining the contractor's responsibility to meet the contract completion deadline. Any substitution requests will only be processed for consideration if the item is considered equal or a substantial savings can be identified with little or no degradation to the quality or function intended for the specified item.

Requests for Information (RFI): Ardurra will receive review, expedite, and process responses to contractor RFIs. Contractors typically utilize the RFI process to initiate changes on construction contracts. Ardurra staff reviews all RFIs and clearly documents those responses, clarifying that no additional cost or time will be considered. Should a response to an RFI appear to potentially impact cost or time, Ardurra will identify and recommend implementation of the most best cost and quality alternative to the City and expedite implementation with the contractor.

Contractor's Representation: Consistent and competent representation by the contractor is a key factor in the successful completion of any building project. The public works industry in Southern California is a haven for contractors who act as brokers, constructing projects using a small management staff and all else by subcontractors. While some are successful at this approach, the contractor's ability to maintain quality control is substantially lower in a low bid environment. Ardurra will recommend clear and specific requirements for inclusion into the bid documents to establish: 1) the minimum percentage of work required to be performed by the prime contractor; 2) documentation requirements for verification

of the amount of work to be subcontracted; 3) requirements for the contractor's full-time project management, safety officer and superintendence throughout the project; and 4) minimum qualifications for the contractor's project manager, safety officer and superintendent. Ardurra CM staff work proactively and cooperatively with contractor staff to monitor proper supervision during construction operations.

Change Management/Claims Resolution: Ardurra will implement its time-tested claims management process to minimize changes to the project and avoid claims such that the project can be quickly and successfully closed out. The basis for Ardurra procedures is a well-organized documentation system, a keen understanding of the construction process, exceptionally qualified staff, and fair and firm negotiations. The Ardurra CM team will not defer difficult issues and will process only change issues that have been analyzed and determined to have merit. Those items will only be recommended for consideration when the most reasonable cost and time have been negotiated and all alternatives to avoid the impact have been exhausted and/or resolved.

Contracts for Public Works Inspection: For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra Group, Inc. as the Prime Contractor specific to the awarded contract name and amount.

APPROACH

The Ardurra construction management and inspection approach and methodology are designed to safely deliver a high-quality project, on time and within budget. The firm uses proven methods for performing the multitude of tasks that dictate the success of a construction project. The Ardurra team fosters productive collaboration and cooperation among all stakeholders, from the contractor to local businesses to residents. Potential challenges are proactively identified and addressed before they become significant budget issues and schedule delays. CM and inspection services are delivered by proven professionals with solid track records of success. By utilizing Ardurra, clients are kept informed on a real-time basis and know that Ardurra's guiding principal is to always act in its client's best interest.

Pre-Bid Phase

Bidability/Constructability: The Ardurra CM team has extensive experience optimizing project bid documents for public agencies. Conducting a bidability/constructability review of construction bid documents typically results in savings substantially exceeding the cost of the review services. Public bid documents consist of many separate sections, plans, permits, and reference standards. Ardurra is very well-versed in reviewing public bid documents to identify potential conflicts, omissions and/or recommendations for alternative methods or products to achieve similar to better results at equivalent or less cost. The Ardurra constructability/bidability review methodology is further detailed in the scope of services section below.

Constructability Review of Bid Documents

Constructability reviews will be conducted as directed by the City (60% and 90% design phases for the project). A punch list of comments and recommendations will be submitted to the City for consideration and implementation with the project architect.

The CM team will review the plans for bidability and constructability and identify potential value engineering solutions, ambiguities, conflicts and/or omissions apparent during its review. The bid documents and technical specifications will also be reviewed for potential duplication/ overlap of clauses, conflicts, proper placement of critical requirements within the order and precedence of documents. Ardurra will also recommend key contract provisions to provide the necessary controls and remedies for the City to maintain a proactive approach on the project, as noted in the approach section above.

The CM constructability/bidability review typically involves the following:

- Checking pothole data and as-built underground and overhead utility information against proposed design and assisting the design team in resolving any resulting conflicts.
- Identifying and implementing quantity measurement methodologies to obtain the most efficient and accurate field measurements during construction.
- Comparing plan notes with standard and special revisions, eliminating and/or removing any conflicts/overlapping requirements.
- Check quantities.

- Check construction notes and proposed improvements against bid items and bid item descriptions/identify and resolve apparent inconsistencies and/or gaps.
- Compare proposed removals with proposed improvements and existing field conditions
- Recommend special provisions language for project-specific and time-tested public contract remedies.
- Recommend order and precedence revisions and/or standard specification modification, as applicable.
- Recommend bid item allowances, alternates and minimum performance requirements, contractor deferred design items, e.g., detailed traffic control phases, pedestrian safety measures, public relations activities, SWPPP/NOI development and processing, etc.
- Establish bid evaluation criteria. Prepare Request for Bid documents.
- **Project Phasing:** It is imperative that the bidders have complete and clear disclosure of any phasing requirements to maintain City and/or other stakeholder operations throughout construction. In order to minimize the potential for impacts and/or claims, minimum phasing plans or narrative requirements will be recommended for inclusion in the bid documents and a separate bid line item(s) be established to identify the adequacy of the bidders' intent to facilitate the necessary phasing requirements. Additionally, separate sub-milestones can be established (with separately calculated liquidated damages attached) to ensure that the phases are properly carried out to ensure the continuous and unobstructed use of critical existing operations (if any). Ardurra has extensive experience working with contractors to facilitate critical phasing requirements on complex projects.
- **Project Scoping:** Check for clear identification of project limits. For unit price contracts with budgetary limits (e.g., projects with indefinite paving rehabilitation areas) methodology to maintain quantities delivered within the budget program will be developed and implemented into the bid documents and project procedures.

Bid Phase Assistance

- Coordinate with the City Clerk's Office and the Public Works Department to establish advertising dates, arrange pre-bid meeting, and the bid opening date.
- Participate in pre-bid meeting to assist with answering bidder questions.
- Ensure that the project is advertised in appropriate publications and online contractor bid announcement services. Directly contact contractors specializing in this type of construction to encourage their participation.
- Assist with coordination with the City and other affected agencies/agencies having jurisdiction, as necessary.
- Assist with public relations/public outreach activities as needed.
- Assist with the development of responses to bidder questions during bidding period.
- Conduct reference checks on the low bidder.
- Check state licenses of bidder and subs.
- Review insurance and bonds for compliance with contract documents.
- Compile bid analysis:
  - Tabulate all bids with detailed breakdown with comparison to latest construction estimate.
  - Identify apparent unbalancing within bids.
  - Identify apparent missing items.
  - Assist with addressing minor omissions or administrative issues as approved by the City.
  - Repeat above steps for next bidder if as-bid numerically low bidder appears to be unresponsive.
- Assist with compiling recommendation to award to the successful bidder.
  - Make recommendation for confirmation of lowest responsive and responsible bidder with detailed basis, particularly if the as-bid numerically low bidder is not recommended.
- Assist in preparation of staff reports for City Council contract awards.

Contract Award/Execution

- Attend City Council meeting for award of the construction contract.
- Assist with coordinating contractor documentation requirements to support execution of contract.
- Assist with expediting contract execution by the parties.
- Assist with coordination with the City and other affected agencies/agencies having jurisdiction, as necessary.

Construction Management Services

Ardurra specializes in delivering construction management services for the successful and efficient completion of public agency projects. We deploy time-tested procedures and best management practices for the most vital project elements:

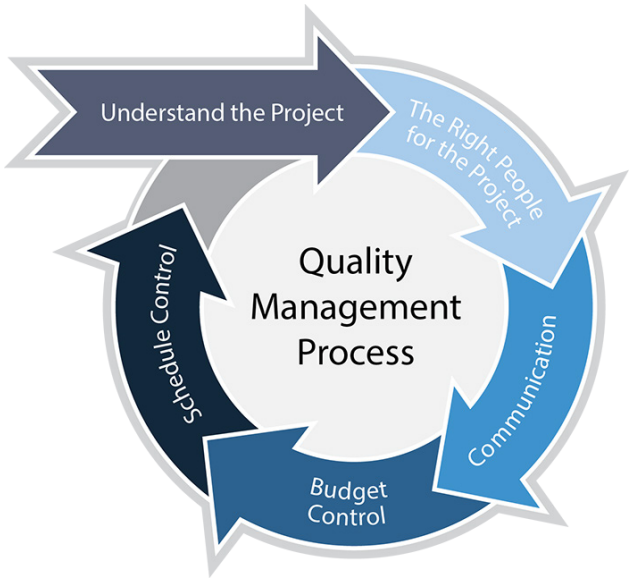
- Safety
- Public outreach
- Schedule
- Measurement and payment
- Change management
- Claims avoidance
- Budget and cash flow
- Utility coordination
- Documentation protocol and communication
- Quality assurance
- Labor compliance
- Project commissioning, acceptance, and closeout

Not only is Ardurra successful at delivering CM and inspection services, but our CM and inspection professionals are considered leaders in the industry. They are frequently engaged to train public works staff and develop or improve standardized public works department systems and procedures that incorporate industry best practices across capital project and development permit delivery.

Quality Assurance/Quality Control Management

Our strategic approach to a quality product:

- **Understand the Project:** Quality control starts at the beginning of the project through planning and controls. At the forefront of the project, our construction manager will discuss the proposed scope of work, projected schedule, and estimated costs in detail with the City to ensure that the project scope and goals are fully understood from the onset.
- **The Right People for the Project:** Our project team has extensive, relevant experience in completing civil engineering projects in cities throughout the Counties of Los Angeles and Orange. The team that has been formed will hit the ground running, delivering on schedule and within budget.
- **Communication:** Our construction manager has an excellent track record communicating with clients, subconsultants, staff, and stakeholders. Frequent communication and tracking of project progress are integral to his approach to every project.
- **Schedule Control:** We have project management tools that forecast staff requirements and labor allocations three months in advance.



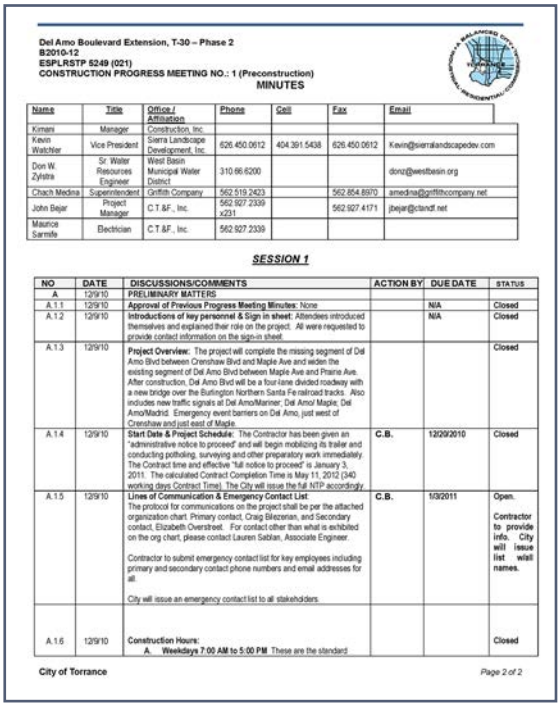
Preconstruction Conference

Ardurra will coordinate and conduct the preconstruction meeting. This will include notification to contractor, utility agencies, and other stakeholders, and prepare the meeting agenda and minutes.

The agenda and minutes typically include the following items:

- Introductions of key personnel
- City responsibilities
- Safety
- Project overview
- Confirmation of fully executed contract documents and Notice to Proceed
- Establishment of contract time and completion date
- Review of Working Day definition and holiday schedule
- Common overall project goals will be identified
- Chain of communication and key contacts
- Public relations
- The scope will be discussed and clearly defined
- Critical design elements, schedule, and cost factors will be discussed
- Experience and key roles in the project will be discussed
- Past project experiences will be discussed to identify potential pitfalls
- Jurisdictional agencies and the contractor
- Discussion of master schedule
- Subcontracts
- Integration of utility coordination activities into schedule
- Documentation and tracking controls
- Change order procedures
- Scope, schedule, and cost change administration, notification requirements and controls
- Submittal and RFI process
- Identify long lead and any substitution and/or equal items
- Inspection and testing – review call-out requirements and deputy/special and testing requirements
- Review survey for consistency with the design
- Progress payment procedures
- Labor compliance
- Rights-of-way
- Easements and special access considerations
- Placement of signs
- Questions and answers
- Action item assignments

Ardurra considers the preconstruction meeting as Progress Meeting No.1. All items discussed are designated as "open" or "closed." All open items are carried forward to subsequent progress meetings until resolved and closed. Action items are assigned a specific responsible party and a deadline for resolution. Each progress meeting is clearly documented with detailed minutes and distributed to all attendees and affected coordination parties. Ardurra will typically conduct or, at a minimum, participate in all site meetings. Preconstruction meeting and site meeting minutes will be distributed via email to meeting participants and to courtesy recipients identified by the City.



Del Amo Boulevard Extension, T-30 – Phase 2
B2010-12
ESPLRSTP 5249 (021)
CONSTRUCTION PROGRESS MEETING NO.: 1 (Preconstruction)
MINUTES

Name	Title	Office / Affiliation	Phone	Cell	Fax	Email
Kimani	Manager	Construction, Inc.				
Kevin Watchler	Vice President	Sierra Landscape Development, Inc.	626.450.0612	404.391.5438	626.450.0612	Kevin@sierralandscapedev.com
Don W. Zylstra	Sr. Water Resources Engineer	West Basin Municipal Water District	310.66.6200			donz@westbasin.org
Chach Medina	Superintendent	Griffith Company	562.519.2423		562.854.8970	amedina@griffithcompany.net
John Bejar	Project Manager	C.T.&F., Inc.	562.927.2339 x231		562.927.4171	jbejar@ctandf.net
Maurice Sarmife	Electrician	C.T.&F., Inc.	562.927.2339			

SESSION 1

NO	DATE	DISCUSSIONS/COMMENTS	ACTION BY	DUE DATE	STATUS
A	12/9/10	PRELIMINARY MATTERS			
A.1.1	12/9/10	**Approval of Previous Progress Meeting Minutes:** None		N/A	Closed
A.1.2	12/9/10	**Introductions of key personnel & Sign in sheet:** Attendees introduced themselves and explained their role on the project. All were requested to provide contact information on the sign-in sheet.		N/A	Closed
A.1.3	12/9/10	**Project Overview:** The project will complete the missing segment of Del Amo Blvd between Crenshaw Blvd and Maple Ave and widen the existing segment of Del Amo Blvd between Maple Ave and Prairie Ave. After construction, Del Amo Blvd will be a four-lane divided roadway with a new bridge over the Burlington Northern Santa Fe railroad tracks. Also includes new traffic signals at Del Amo/Mariner; Del Amo/ Maple; Del Amo/Madrid. Emergency event barriers on Del Amo, just west of Crenshaw and just east of Maple.			Closed
A.1.4	12/9/10	**Start Date & Project Schedule:** The Contractor has been given an "administrative notice to proceed" and will begin mobilizing its trailer and conducting potholing, surveying and other preparatory work immediately. The Contract time and effective "full notice to proceed" is January 3, 2011. The calculated Contract Completion Time is May 11, 2012 (340 working days Contract Time). The City will issue the full NTP accordingly.	C.B.	12/29/2010	Closed
A.1.5	12/9/10	**Lines of Communication & Emergency Contact List:** The protocol for communications on the project shall be per the attached organization chart. Primary contact, Craig Biezenian, and Secondary contact, Elizabeth Overstreet. For contact other than what is exhibited on the org chart, please contact Lauren Sablan, Associate Engineer. Contractor to submit emergency contact list for key employees including primary and secondary contact phone numbers and email addresses for all. City will issue an emergency contact list to all stakeholders.	C.B.	1/3/2011	Open. Contractor to provide info. City will issue list with names.
A.1.6	12/9/10	**Construction Hours:** A. **Weekdays 7:00 AM to 5:00 PM** These are the standard			Closed

City of Torrance — Page 2 of 2

Example Preconstruction Meeting Minutes

Construction Progress/Coordination Meetings

The following meetings will be held on site, as required:

Periodic project team/stakeholder meetings will focus on the following:

- Progress during the period
- Major decisions made
- Planned vs. actual schedule
- Upcoming work schedule
- Current or unresolved problems
- Anticipated or pending change orders
- Impacts of problems or change orders on schedule and budget
- Discussion of new goals
- Planned vs. actual budget analysis
- Scheduled concurrent with a weekly meeting to save time and cost

- Weekly Progress Meetings – with typical agenda including:
  - Contractor's detailed four-week look-ahead schedule
  - Progress and major decisions during the last week
  - Update of unresolved items from previous meetings
  - Status of submittals and change orders
- Special meetings to discuss important/urgent issues or which require detailed discussion or review of plans and specifications



Our team will monitor project work and adjacent areas for unsafe conditions

Safe Conditions

Ardurra will monitor project work and adjacent areas for unsafe conditions, promptly require corrective measures to be addressed by the contractor in compliance with the contract documents and report such issues and corrective measures taken to the City. One of the most pervasive job hazards across all public works projects is construction adjacent to live traffic lanes. Ardurra inspectors are intimately familiar with monitoring and enforcing proper traffic controls per the WATCH handbook, MUTCD and/or project-specific traffic control/traffic handling/detour plans. Inspectors drive and/or walk the project limits at the start, during, and before leaving the site each day to monitor proper and/or necessary corrections to the required traffic control measures.

Field Public Relations

Ardurra's construction manager and inspector will take a lead role to address public relations concerns. All inquiries and issues will be listened to and documented with accurate contact information for prompt follow-up. Feasible mitigation and public relations measures to issues identified will be implemented immediately to minimize impacts to the surrounding public uses.

The construction manager and inspector will work with businesses, motorists, pedestrians, cyclists, and residents to address issues expeditiously for resolution in the field whenever feasible. Any issues that cannot be immediately addressed in the field will be communicated through appropriate protocols with recommendations for the most efficient resolution. Ardurra will expedite implementation of the solution that serves the project's best interests, as mutually determined with the City, contractor, and affected parties.

Office Engineering

Office engineering duties will include attending meetings to take notes; preparing meeting minutes; updating the weekly statement of working days; tracking and logging all preliminary notices, stop notices, releases, correspondence, submittals and RFIs; quality control of inspection reports; prevailing wage inspection labor compliance administration; and change management documentation. Office engineers may also be asked to assist with the review and analysis of schedule updates, RFIs, submittals and cost estimates.

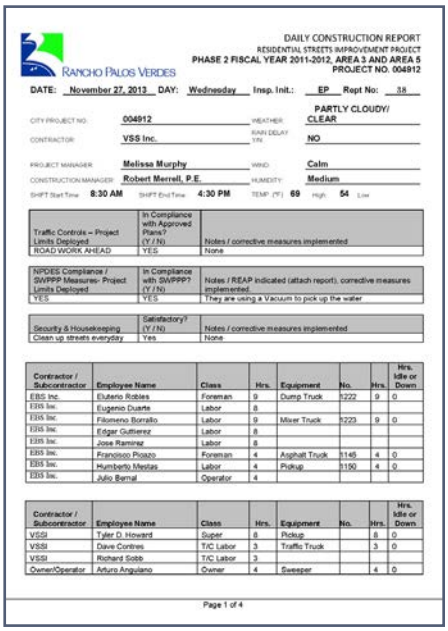
Quality Assurance

Ardurra will enforce the quality assurance plan, in conformance with the City's quality assurance manual, or as developed by Ardurra and the City for the specific needs of the project. Ardurra will perform and/or coordinate QA/QC activities daily and review activities as they happen, to make sure that QA/QC procedures are followed and deficiencies resolved in a timely and efficient manner. Ardurra inspector(s) will visit the site on a part-time or full-time basis, as required by the City, during the normal working hours and when critical activities require to verify construction progress and to verify that all work conforms to contract requirements. Deputy and special inspection and materials sampling and testing will be coordinated and provided as required by the final plans and specifications. The Ardurra team will monitor testing services, track documentation and review testing results. Ardurra CM staff will also review test reports (certificates of compliance) submitted by others to substantiate compliance and ensure that certificates of compliance or source release tags are furnished by the contractor along with the applicable delivered materials at the project site. When necessary, corrective measures will be implemented and re-inspected/re-tested to verify acceptable completion. Ardurra will reject work that does not conform to the requirements of the contract documents and will promptly report unacceptable work to the City and contractor. Rejected work will be thoroughly documented, photographed, and tracked until repaired or replaced to the satisfaction of the City.

Inspection Services

Inspection services will include, but are not limited to, the tasks listed below and will be performed daily.

- Review and familiarize contract documents.
- Participate in preconstruction meetings, other meetings, and conferences, as required.
- Be present at all times, including weekends (if necessary), when construction is in progress.
- Review and in conjunction with the City's project manager, enforce the contractor's proposed construction schedule.
- Monitor and document the contractor's compliance with plans, specifications, and referenced standards.
- Assist in the review of "submittals" required by the specifications.
- Assist with coordination between City's project manager, contractor, and any other entities that may be involved.
- Review contractor performance and expedite corrective measures for discrepancies as they occur.
- Coordinate surveys and staking, furnishing grades as necessary to the contractor, and check all structure-related surveys.
- Verify grades, staking and marks set by the contractor for structures.
- Coordinate and provide assistance and direction to technicians performing material tests. Measure the work-in-place to verify quantities.
- Closely monitor testing results and require contractor to take corrective actions if results are unsatisfactory.
- Assist the City with public outreach. Document and respond to public inquiries, monitor, and document compliance with working hours, noise levels, and dust mitigation requirement.
- Review and make recommendations for the processing of payment requests.
- Assist with the consideration, negotiation, and processing of change orders.
- Prepare daily inspection reports (daily activity report, weekly statement of working days) including photographs.
- Measure and track quantities of satisfactorily completed improvements.
- Monitor contractor's implementation of approved traffic control measures. Drive routes with active detours and/or lane closures daily to confirm or require correction in compliance with approved traffic control plans, WATCH Manual, Manual on Uniform Traffic Control Devices (MUTCD) and/or Caltrans Traffic Control Manual, as applicable.
- Review items requiring corrective action with the contractor and the City and develop punch list items and monitor corrections made.
- Issue field correction notices and respond to RFIs.
- Prepare redline set of as-built plans.
- Coordinate inspection activities with other jurisdictions, if applicable.
- Strictly enforce requirements for health and public safety on the project.
- Perform inspection for line and grade, earthwork, grading, excavation, backfilling of utility trenches, asphalt paving, concrete form work reinforcement, and other related work.
- Landscape architect review and approval of materials for all landscape features on the project (plant/tree selection, product submittal and sample reviews, irrigation installation inspection and coverage test, proper installation and plantings and maintenance).
- Maintain a redline set of as-built (record) information.
- Prepare project punch list at substantial completion and follow-up.



DAILY CONSTRUCTION REPORT
RESIDENTIAL STREETS IMPROVEMENT PROJECT
PHASE 2 FISCAL YEAR 2011-2012, AREA 3 AND AREA 5
PROJECT NO. 004912

RANCHO PALOS VERDES

DATE: November 27, 2013 DAY: Wednesday Insp. Init.: EP Rept No: 38

CITY PROJECT NO.: 004912 WEATHER: PARTLY CLOUDY/ CLEAR
CONTRACTOR: VSS Inc. RAIN DELAY Y/N: NO
PROJECT MANAGER: Melissa Murphy WIND: Calm
CONSTRUCTION MANAGER: Robert Merrell, P.E. HUMIDITY: Medium
SHIFT Start Time: 8:30 AM SHIFT End Time: 4:30 PM TEMP. (°F): 69 High: 54 Low

Traffic Controls – Project Limits Deployed	In Compliance with Approved Plans? (Y / N)	Notes / corrective measures implemented
ROAD WORK AHEAD	YES	None

NPDES Compliance / SWPPP Measures- Project Limits Deployed	In Compliance with SWPPP? (Y / N)	Notes / REAP indicated (attach report), corrective measures implemented
YES	YES	They are using a Vacuum to pick up the water

Security & Housekeeping	Satisfactory? (Y / N)	Notes / corrective measures implemented
Clean up streets everyday	Yes	None

Contractor / Subcontractor	Employee Name	Class	Hrs.	Equipment	No.	Hrs.	Hrs. Idle or Down
EBS Inc.	Eluterio Robles	Foreman	9	Dump Truck	1222	9	0
EBS Inc.	Eugenio Duarte	Labor	8				
EBS Inc.	Filomeno Borrallo	Labor	9	Mixer Truck	1223	9	0
EBS Inc.	Edgar Gutierrez	Labor	8				
EBS Inc.	Jose Ramirez	Labor	8				
EBS Inc.	Francisco Pioazo	Foreman	4	Asphalt Truck	1145	4	0
EBS Inc.	Humberto Mestas	Labor	4	Pickup	1150	4	0
EBS Inc.	Julio Bernal	Operator	4				

Contractor / Subcontractor	Employee Name	Class	Hrs.	Equipment	No.	Hrs.	Hrs. Idle or Down
VSSI	Tyler D. Howard	Super	8	Pickup		8	0
VSSI	Dave Contres	T/C Labor	3	Traffic Truck		3	0
VSSI	Richard Sobb	T/C Labor	3				
Owner/Operator	Arturo Angulano	Owner	4	Sweeper		4	0

Page 1 of 4

Example Daily Report

Traffic Management Coordination

Ardurra will oversee proper implementation of the traffic control plans by the contractor and require corrections and diligent maintenance when required. Ardurra will coordinate review of any traffic control plans required to address special situations and monitor the contractor's compliance with the Traffic Handling Plans, the MUTCD, or as otherwise provided for in the specifications and in accordance with Section 16.16 of the LAPM. Apparent conflicts with adjacent or nearby projects will be addressed and coordinated. The contractor will be required to clearly correlate traffic control phasing in the CPM schedule work breakdown structure. Traffic control will be a standard discussion and coordination item at weekly progress meetings.



Our team is knowledgeable of the Caltrans LAPM

Daily Construction Observation Reports

Ardurra and/or the deputy/specialty soils and materials inspectors will compile daily observation reports documenting the contractor's workforce, material and equipment used, a summary of construction activities, field problems, disputes or claims, resolutions of issues, and directions given to the contractor. Completed daily reports will be transmitted to the City on a weekly basis.


RANCHO PALOS VERDES

DAILY CONSTRUCTION REPORT
RESIDENTIAL STREETS IMPROVEMENT PROJECT
PHASE 2 FISCAL YEAR 2011-2012, AREA 3 AND AREA 5
PROJECT NO. 004912

Photographs

Manhole being raised on Beechgate Dr.

Manhole raised on Elkridge Dr.

Manhole being raised on Diamondhead LN.

Manhole paved on Browndeer Dr.

Total Hours on Site: 8

PREPARED BY INSPECTOR:

Signed:

BY: Ed Pratt TITLE: Inspector

REVIEWED:

Signed:

BY: Robert Merrell, P.E. TITLE: Construction Manager

Page 4 of 4

Example Daily Report with Photos

Photographs

Ardurra CM and inspection staff prepare and maintain an electronic photo journal documenting the construction progress. Photos shall be taken before construction begins, during construction, and upon completion of the project.

Weekly Statement of Working Days

The Ardurra construction manager will prepare a weekly statement of working days (WSWD), in conformance with documenting the construction progress, time of completion, delays and time extensions, and submit to the contractor and the City on a weekly basis. The WSWD is typically discussed and agreed upon at each progress meeting and transmitted as an attachment to the minutes.

Soils/Materials Testing

QA/QC: Ardurra will implement the City's established Quality Assurance Plan (QAP). Ardurra will coordinate QA/QC activities daily and review activities as they happen to make sure that QA/QC procedures are followed and deficiencies resolved in a timely and efficient manner.

Testing and Observations: The CM and inspection team will coordinate laboratory, jobsite, and offsite/source inspection and testing of construction materials and required observations per the QAP, construction documents, construction codes, and jurisdictional agencies. The CM and inspection team will monitor testing services, track documentation, and record testing results in weekly construction progress meetings. When necessary, corrective measures will be implemented and re-inspected to verify acceptable completion.

Utility Coordination

Ardurra will assist the contractor in dealing with local utilities to coordinate and expedite temporary and permanent utility installations, utility relocations and utility access structure adjustments.

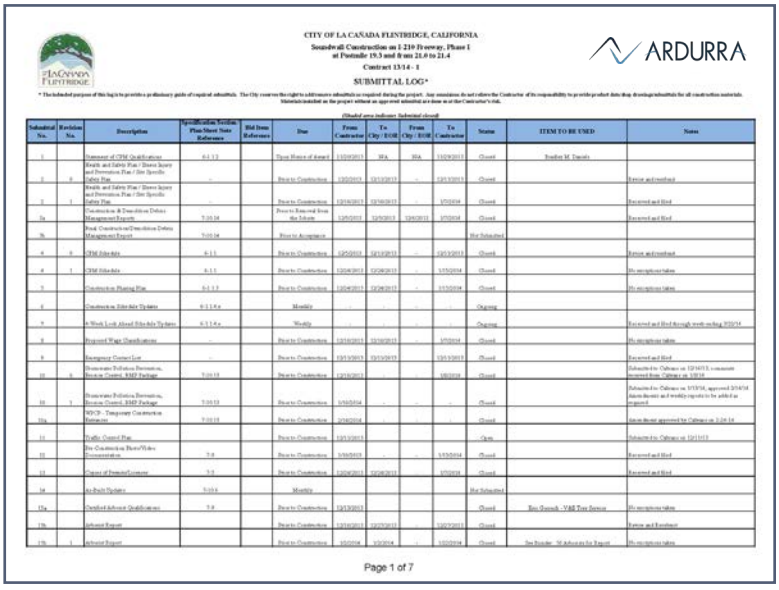
Periodic Progress Reports

Ardurra will cooperatively develop, with the project stakeholders, the format and information necessary for reports that may be required during the construction phase. These reports are typically compiled every other month and include the following information:

- Summarized report of construction activities including significant events and accomplished goals
- Construction observation reports
- Description of progress with photos to enhance the descriptions
- Description of equipment used
- Comparison of actual vs. planned progress, in narrative form and bar graph form
- The latest detailed 4-week look-ahead schedule submitted by the contractor and reviewed by the construction manager and appropriate stakeholders
- Identification and discussion of current problems or pending change orders and actions taken or planned to resolve such issues
- A discussion of new short- and long-term goals for the project
- A comparison of actual vs. planned budget expenditures
- A master trend log detailing potential and approved changes
- Report of progress payments made to date and invoices in process
- Labor compliance reports for contractor and subcontractor employees (if required)
- A QA/QC status section
- An analysis of change order impacts or potential problems on schedule and budget

Submittal Processing

The construction manager will track all correspondence and submittals on this project. Ardurra will receive all contractor submittals and review them for completeness and general conformance with the contract documents. All shop drawings, samples and other submittals received from the contractor will be logged in and routed to the City and the architect. Responses will be logged and transmitted to the contractor. Submittals will be tracked throughout the project to ensure timely response in order to avoid contractor claims for delay. All submittals will be expedited utilizing electronic delivery whenever possible (except for shop drawings, large format documents). Additionally, Ardurra will recommend key contractual requirements for the contractor to clearly indicate submittal processing requirements in the project schedule. Submittal content and review comments will be monitored to identify potential impacts to quality, cost, or schedule, with recommended alternatives and/or solutions.



CITY OF LA CAÑADA FLINTRIDGE, CALIFORNIA

Soundwall Construction on I-210 Freeway, Phase I
at Postmile 19.3 and 0 on 21.0 to 21.4
Contract 13-14 - 1

SUBMITTAL LOG*

ARDURRA

Submittal No.	Revision No.	Description	Specification Section Plan Sheet Note Reference	Bid Item Reference	Due	From Contractor	To City / EOR	From City / EOR	To Contractor	Status	ITEM TO BE USED	Notes
1		Statement of CSM Qualifications	6-1.1.2		Upon Return of Award	11/19/2013	N/A	N/A	11/29/2013	Closed	Bradley M. Daniels	
2	0	Health and Safety Plan / Heavy Injury and Prevention Plan / Site Specific Safety Plan	-		Prior to Construction	12/2/2013	12/13/2013	-	12/13/2013	Closed		Error and omission
3	1	Health and Safety Plan / Heavy Injury and Prevention Plan / Site Specific Safety Plan	-		Prior to Construction	12/18/2013	12/30/2013	-	1/7/2014	Closed		Received and filed
3a		Construction & Demolition Debris Management Reports	7-10.34		Prior to Removal from the Jobsite	1/15/2013	12/9/2013	12/9/2013	1/7/2014	Closed		Received and filed
3b		Final Construction/Demolition Debris Management Report	7-10.34		Prior to Acceptance					Not Submitted		
4	0	CPM Schedule	6-1.3		Prior to Construction	12/5/2013	12/12/2013	-	12/13/2013	Closed		Error and omission
4	1	CPM Schedule	6-1.3		Prior to Construction	12/18/2013	12/26/2013	-	1/7/2014	Closed		Re-inspection taken
5		Construction Phasing Plan	6-1.3.2		Prior to Construction	12/18/2013	12/26/2013	-	1/15/2014	Closed		Re-inspection taken
6		Construction Schedule Updates	6-1.3.4.a		Monthly	-	-	-	-	Ongoing		
7		4-Week Look-Ahead Schedule Updates	6-1.3.4.a		Weekly	-	-	-	-	Ongoing		Received and filed through week ending 3/22/14
8		Proposed Wage Classifications	-		Prior to Construction	12/18/2013	12/26/2013	-	1/7/2014	Closed		Re-inspection taken
9		Emergency Contact List	-		Prior to Construction	12/13/2013	12/13/2013	-	12/13/2013	Closed		Received and filed
10	0	Stormwater Pollution Prevention, Storm Control, SMP Package	7-10.13		Prior to Construction	12/18/2013	-	-	1/8/2014	Closed		Rejected to Ardurra on 12/18/13; comments received from Ardurra on 1/8/14
10a		WPCP - Temporary Construction Fencing	7-10.13		Prior to Construction	2/18/2014	-	-	-	Closed		Interim permit approved by Ardurra on 2/24/14
11		Traffic Control Plan			Prior to Construction	12/13/2013	-	-	-	Open		Rejected to Ardurra on 12/13/13
12		Pre-Construction Photo/Video Documentation	7-9		Prior to Construction	1/15/2013	-	-	1/15/2014	Closed		Received and filed
13		Copies of Permits/Licenses	7-3		Prior to Construction	12/18/2013	12/26/2013	-	1/7/2014	Closed		Received and filed
14		As-Built Updates	7-10.4		Monthly					Not Submitted		
15a		Detailed Advance Qualifications	7-9		Prior to Construction	12/13/2013	-	-	-	Closed	Eric Dietrich - V&E Tree Service	Re-inspection taken
15b		Arborist Report			Prior to Construction	12/18/2013	12/27/2013	-	12/27/2013	Closed		Review and Resubmit
15b	1	Arborist Report			Prior to Construction	1/2/2014	1/2/2014	-	1/8/2014	Closed	Jon Snyder - SCA Arborist for Project	Re-inspection taken

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Example Submittals Log

Materials Control

The CM team will establish a materials receiving process on site such that all materials deliveries are accompanied by proper delivery documentation satisfactory to confirm that all products comply with the plans and specifications, approved submittals and bear the requisite certificate of compliance for source, product type and "Buy America," as applicable. Materials delivered to the site lacking proper documentation will be flagged as unacceptable and not allowed to be incorporated into the work until proper documentation is provided and verified.

Requests for Information

Upon receipt, the CM team will log, distribute, and respond to each RFI as required. It is anticipated that most will be handled upon receipt. However, if the design engineer or City staff are required to answer questions, the project manager will coordinate a timely resolution. Ardurra will identify potential impacts to cost or time that may result due to issues identified in RFIs, with recommended alternatives or solutions to mitigate the potential impacts.

Documentation Interpretation and Technical Assistance

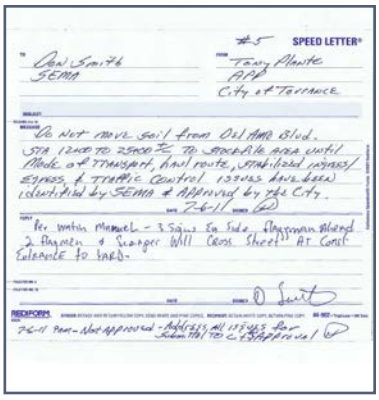
Ardurra staff coordinates and expedites between the contractor, design team, and City staff to clarify any questions for interpretation of the construction documents. Timely, firm, and fair determinations will be processed to minimize cost and time impacts to the project.

Problem/Solutions

The Ardurra proactive approach serves to anticipate and expeditiously resolve field problems. Our team is well trained in problem solving. All issues are processed with a sense of urgency and presented to the City with suggested alternatives, cost and schedule impacts and recommended solutions. The CM team will quickly implement the alternative that best suits the interests of the project and the City. Ardurra will effectively and expeditiously communicate with City staff, design consultants, and the contractor, as applicable, to identify conflicts, construction problems, and coordination issues, and will obtain the needed action and response to submittals, RFIs, and supplemental design documents.

Written Instructions

Ardurra will issue written instructions (via email, transmittal letter, field speed memo) to the contractor regarding routine matters and/or follow-up of verbal instructions as necessary to properly document project issues.


SPEED LETTER

Don Smith
SEMA

Tony Monte
APP
City of Torrance

Do Not move soil from Old MWD Blvd.
STA 12+00 TO 25+00 ± TO ACCOMODATE AREA UNTIL
Mode of TRANSPORT, haul route, STABILIZED ENTRY/
EXPRESS, & TRAFFIC Control ISSUES have been
identified by SEMA & Approved by the City.
7-6-11

Per written Manual - 3 Signs on Side, Flagman placed
2 Flagmen & Ranger Will Cross Street AT Const
Entrance to SAFD.

D Smith

7-6-11 Item - Not Approved - Add $23,411.17 for
Submittal to City Approval

Example Field Speed Memo

Document Tracking System

Complete and current project files shall be kept at the job site, or at a location agreeable to the City, and shall be available to the City at all times. These files will consist of the contract, correspondence relating to or modifying the contract, proposal requests, clarifications, permits, logs, reports, RFIs, field orders, change orders, claims inspection reports and test reports. The Ardurra project controls process includes a detailed file indexing system for all project hard files. Ardurra has already developed customized forms, a reports database structure, and work breakdown structure well suited for typical public works projects. We will adapt our system to the specific needs of the project to monitor, track, and control the project. This detailed tracking system will enable us to provide an accurate assessment of the progress to the City with recommendations to maintain or improve adherence to the approved project schedule.

The table below illustrates the typical deliverables implemented on Ardurra CM projects:

ITEM	METHOD	FREQUENCY
Correspondence	Outlook/Speed Memos/Formal Letters	Daily/Continuous/As Needed
Project Documentation	Procore	Daily/Continuous
Submittals	Procore	Daily, as required; 72-hour turnaround
RFIs	Procore	Daily, as required; 72-hour turnaround
Progress Payments	Excel	Measurements – Daily; Quantity Measurement Report – Monthly
Inspection Reports	Adobe Fillable Forms or Procore	Daily
Weekly Statements of Working Days	Excel	Weekly
SWPPP/BMP Compliance	Excel	Weekly
Public Relations Inquiries	Log – Excel	Daily, as required
Photo and Video	Procore/Explorer	Video Pre-Project, Photos Daily
Progress Reports	Word/Publisher	Monthly and as required
Project Contacts	Outlook	Daily
Project Calendar	Outlook	Daily
Meetings	Word and Outlook/Zoom	Weekly and as required

Schedule Review

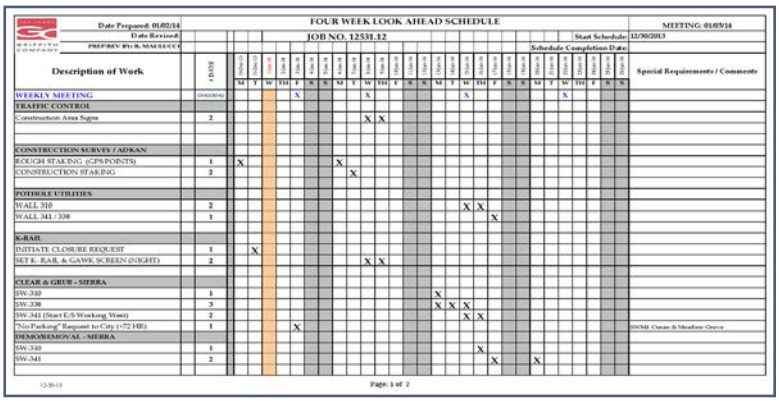
Ardurra is intimately familiar with mainstream scheduling software utilized by the public works contracting industry, including, but not limited to Primavera P3®, Suretrak® and Microsoft Project®. The Ardurra construction manager will review the baseline construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead times. The CM team will evaluate the baseline project schedule for the following:

- Consistency with the contract schedule (completion within the contract time)
- Accurate start dates, completion dates, other dates detailed in the contract
- Any impacts of weather and change orders
- Sufficient detail, including submittal process and procurement requirements
- Sequence of construction and correct schedule logic
- Identification of the critical path and project float

The schedule will not be recommended for approval as the baseline until all discrepancies are resolved.

Schedule Control

During the progress of construction, the Ardurra CM team will compare the contractor's monthly schedule updates to the baseline schedule and any approved time extensions, note any shortcomings, and monitor and track corrections by the contractor to keep the project schedule on time. A four-week look-ahead will be required from the contractor, updated weekly, and presented at the weekly construction progress meetings. This tool will keep the entire team looking one month ahead of the project and will facilitate proactive handling of project activities and issues. If necessary, Ardurra will negotiate time extensions due to change orders or other delays.


FOUR WEEK LOOK AHEAD SCHEDULE

JOB NO. 12531.12

Example 4-Week Look-Ahead Schedule

SWPPP

Ardurra CM and inspection staff will enforce all provisions of the Storm Water Pollution Prevention Plan and/or other requisite requirements set forth in the specifications. Ardurra CM staff is well versed in SWPPP monitoring through provision of dedicated services for oversight of developers and contractors on behalf of several public agencies. At a minimum SWPPP requirements will be monitored and a specific SWPPP checklist will be compiled. Any deficiencies noted will be addressed with the contractor for immediate remedy. Upon a weather report of expecting rain, a site walk will be conducted to ensure that SWPPP measures are in place and well maintained. Additionally, if desired by the City, the Ardurra team can be assigned as the data submitter for the project to implement the NOI application, uploading of various reports, and processing of the NOT on the SMART website.

Change Management

Ardurra will establish, implement, and coordinate systems for consideration, negotiation, processing, and implementation of change orders. Each issue, which is identified as a potential change to the design, scope, cost, or contract time will generate a uniquely numbered potential change order (PCO). The construction manager will determine whether or not a change notice should be considered. The plans and specifications will be reviewed against the change notice. If the issue does not appear to be included in the plans or specifications, the construction manager will negotiate the scope and cost for the most efficient, cost and quality appropriate solution with the contractor and City. Any credits for work deleted as a result of the change will be required at this time as well. The construction manager will maintain a trend log, listing potential changes as identified, either formally or informally. This trend log shall be used such that potential change items are not overlooked or deferred until the end of the job. Ardurra will prepare independent cost estimates as required for contract change orders. Upon approval by the City, the construction manager will prepare, log and process change orders for full execution, and administer their implementation. Once fully executed, the CM team will expedite and review the timely completion of the work and coordinate inclusion of the change order in the appropriate payment application.

Claims Avoidance

Ardurra will assist the City with claims filed by the contractor in accordance with the guidelines set forth by the general specifications, and the standard specifications. Ardurra is well-versed at negotiating and resolving claims amicably between contractors and public agencies. Should a claim require work in addition to Ardurra's contract, Ardurra will be available on a time-and-materials basis if desired by the City, including assistance with processing required forms and coordinating with the DLAE, and processing additional funding if applicable. The provision of any legal advice or services is specifically excluded.

Daily Extra Work Reports

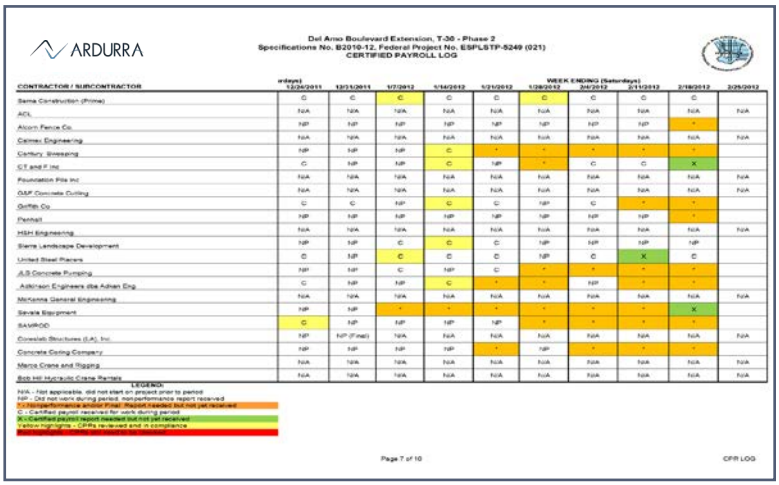
The Ardurra CM and inspection team will verify and sign contractor's daily extra work reports documenting force account (time and materials) work. In particular, Ardurra will monitor that only appropriate worker classifications necessary for approved time and materials work is included on extra work reports. Any inappropriate workforce and/or equipment charges will be promptly rejected and removed from extra work reports.

Progress Payment Processing

A cost control system, based on the contractor's schedule of values, approved change orders and the contract amount shall be developed and implemented to monitor progress costs. Monthly cost reports will be submitted to the City as a component of the monthly progress report.

Ardurra will establish quantity measurement forms and methods for each bid item. The construction manager will coordinate with the City's inspector and Ardurra's alternate inspectors to provide detailed quantity measurements for work as it is installed. Quantity measurements will include the specific location placed, field measurement and quantity calculation in accordance with the specified measurement and payment provision for each bid item, and any backup documentation such as certificate of compliance, materials delivery ticket, as appropriate for the item measured. The contractor's representative will be required to acknowledge daily quantities measured, to eliminate the need for post-installation revisits of bid item quantities. All quantities will be properly documented on inspector daily reports and tied to a quantity measurement report that will be certified by the inspector, construction manager, and City representative.

The Ardurra CM and inspection team will review the payment applications submitted by the contractor and determine whether the amount requested reflects the progress of the contractor's work. Appropriate adjustments to each payment application will be required by the contractor. When the payment application is acceptable and all backup documentation is verified (certified payrolls, lien releases), Ardurra will prepare and forward to the City a progress payment report. The report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period. The Ardurra team is experienced with evaluating complex pay applications. It is critical to the City's best interest that payment application review be performed accurately and prudently to maintain the prime and subcontractor incentives to perform on the projects.


ARDURRA

Del Amo Boulevard Extension, T-30 - Phase 2
Specifications No. B2010-12, Federal Project No. ESPLSTP-5249 (021)
CERTIFIED PAYROLL LOG

CONTRACTOR / SUBCONTRACTOR	orders) 12/26/2011	12/31/2011	1/7/2012	1/14/2012	1/21/2012	WEEK ENDING (Saturdays) 1/28/2012	2/4/2012	2/11/2012	2/18/2012	2/25/2012
Sema Construction (Prime)	C	C	C	C	C	C	C	C	C	
ACL	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Alcorn Fence Co.	NP	NP	NP	NP	NP	NP	NP	NP	*	
Calmes Engineering	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Century Sweeping	NP	NP	NP	C	*	*	*	*	*	
CT and T Inc	C	NP	NP	C	NP	*	C	C	X	
Foundation Pile Inc	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
G&F Concrete Cutting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Griffith Co	C	C	NP	C	C	NP	C	*	*	
Fenhall	NP	NP	NP	NP	NP	NP	NP	NP	*	
HSH Engineering	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sierra Landscape Development	NP	NP	C	C	C	NP	NP	NP	NP	
United Steel Pilers	C	NP	C	C	C	NP	C	X	C	
JLS Concrete Pumping	NP	NP	C	NP	C	*	*	*	*	
Addison Engineers dba Adnan Eng.	C	NP	NP	C	*	*	NP	*	*	
McKenna General Engineering	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sevala Equipment	NP	NP	*	*	*	*	*	*	X	
SAMROD	C	NP	NP	NP	NP	*	*	*	*	
Coneilab Structures (LA), Inc.	NP	NP (Final)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Concrete Coring Company	NP	NP	NP	NP	*	NP	*	*	*	
Marco Crane and Rigging	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bob Hill Hydraulic Crane Rentals	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

LEGEND:
N/A - Not applicable, did not start on project prior to period
NP - Did not work during period, nonperformance report received
C - Certified payroll received for work during period
Yellow highlights - CPRs reviewed and in compliance

Page 7 of 10 CPR LOG

Example Certified Payroll Log

Cashflow Management (Preliminary Notices, Releases and Stop Notices)

Ardurra recognizes that the diligent monitoring and tracking of preliminary notices, conditional and unconditional releases is an important component of public construction management, enables the team to stay abreast of the construction contract cash flow and provides for excellent documentation of prompt payment as required by federal funding.

The construction manager will maintain a detailed log of preliminary notices and require conditional and unconditional releases from the contractor for all first-tier subcontractors and any-tier subcontractors that submit a preliminary notice.

Proactive monitoring of releases typically minimizes the incidences of stop notices. Should any stop notices be received, Ardurra will work proactively with the contractor to address release of the stop notice and withhold 150% of the stop notice amount from progress and/or retention payments until the proper unconditional release is documented.

- Ardurra's inspector will conduct employee interviews in conformance with the Davis-Bacon Act and/or other funding agency requirements.
- Certified payrolls and fringe benefit statements will be received and logged for each contractor and subcontractor on the project.
- Certified payrolls will be reviewed to confirm proper wages and benefits are paid to each employee and classification.
- Certified payrolls will be compared to inspector daily reports to confirm each employee, number of hours, and appropriate classification observed on site was paid the proper amount.
- Certified payrolls will be compared against employee interviews.
- Any discrepancies identified will be documented and coordinated with the appropriate contractor or subcontractor through the appropriate resolution via the appropriate restitution paid to the employee, supplemental or corrected certified payroll submittal or supplemental daily report entries to correct mis-recorded entries.
- Listed DBE firm's certificate information, subcontracted work items and amounts and DBE certificate expiration dates will be logged at the outset of the project and reviewed with the project team.
- The Ardurra inspector daily reports will indicate when DBE subcontractors are utilized.

Plans, Specifications, and As-Builts

Ardurra will periodically review the contractor's as-built updates on the approved job plan set, identify missing items, and require the contractor to keep as-built records up-to-date throughout the project. Ardurra CM staff keeps its own set of as-built plans that will note the location of subsurface utilities encountered and/or installed, identify where any design or field changes were required (utilizing the corresponding RFI and/or change order numbers), and note the location of critical building components that are covered by finish work. At the end of the project, the final as-built plans are submitted to the City.

Closeout Documents

Ardurra staff will enforce the provisions of the specifications to require and expedite the contractor to submit well-coordinated operations and maintenance manuals, warranties and guarantees, bonds, extra stock and/or other items required by the contract documents such that a timely closeout of the project is implemented. Ardurra will perform closeout duties including final organization of project files and submit to the City for final approval and assist with the filing of the Notice of Completion and Release of Retention.

Pre-Final Inspection

The construction manager and inspector will coordinate with appropriate project stakeholders, perform the final job walk, and prepare the punch list (deficiency list). Ardurra will coordinate, expedite, and observe completion of required corrections.

Final Inspection

Satisfactory completion of all punch list items is verified before Ardurra recommends processing of the Notice of Completion. Ardurra is noted for attention to detail. Not only have we excelled at closing out our own projects, but we have been requested to and successfully closed out problem city projects in which our services were not initially utilized.

Upon completion of the punch list and final sign off by all project stakeholders, Ardurra will make recommendation to the City regarding the contractor's final progress payment request and prepare the final progress payment report for submission to the City.

Delivery of As-Builts and Closeout Documents

Ardurra will periodically review the contractor's as-built updates on the approved job plan set, identify missing items, and require the contractor to keep as-built records up-to-date throughout the project as required by the specifications. Ardurra will review the contractor's submittal of "as-constructed" conditions and compare this submittal to Ardurra's own documentation. Discrepancies will be discussed, resolved, and recorded. Completed "as-constructed" plans will be submitted to the City.

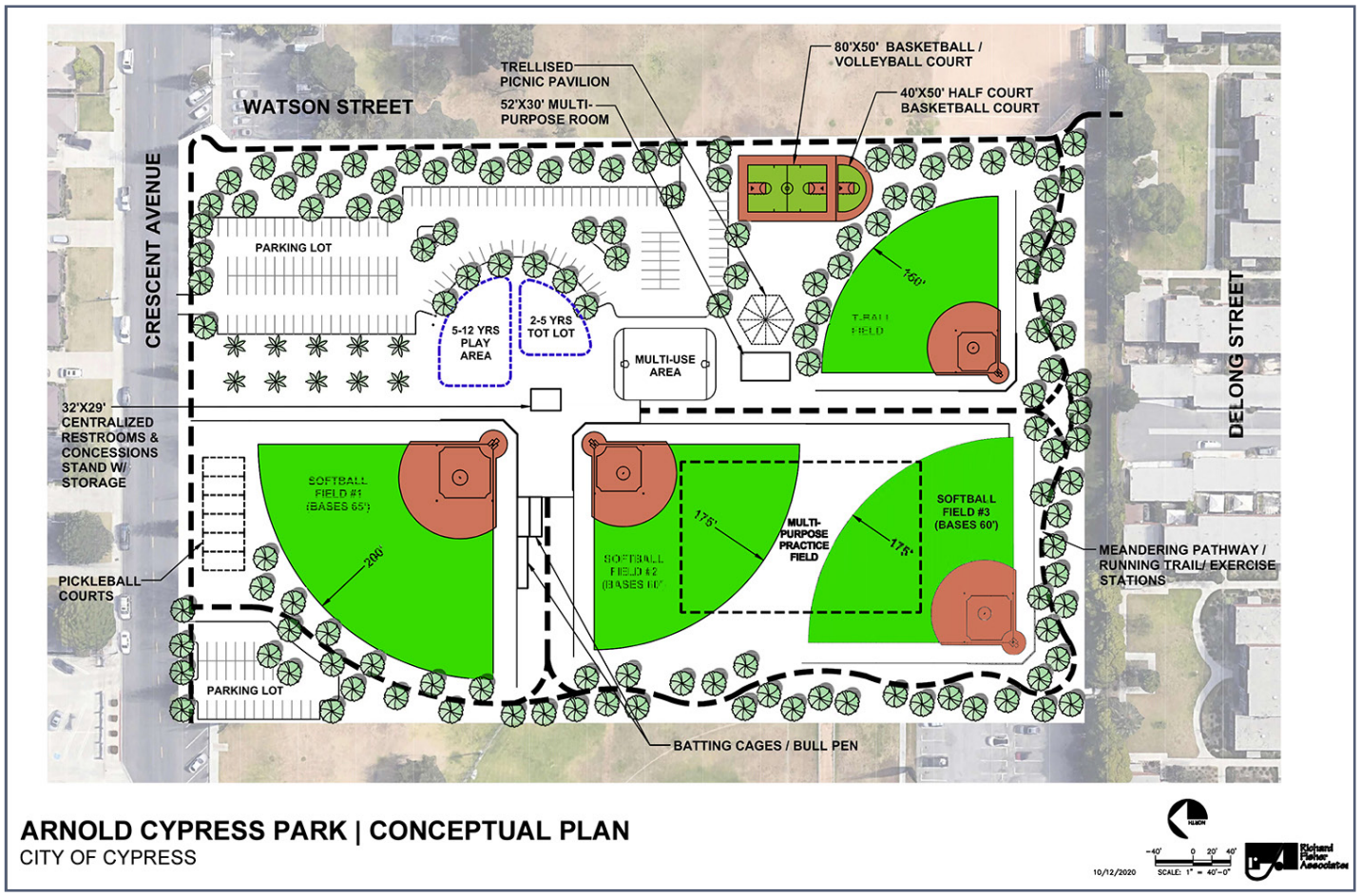
The Ardurra team will enforce the provisions of the specifications to require the contractor to submit well-coordinated operations and maintenance manuals, warranties and guarantees, bonds, extra stock, and/or other items required by the contract documents such that a timely closeout of the project is implemented.

Ardurra will perform closeout duties, including final organization of project files, and submit to the City for final approval. Ardurra will also assist with the filing of the Notice of Completion and Release of Retention.

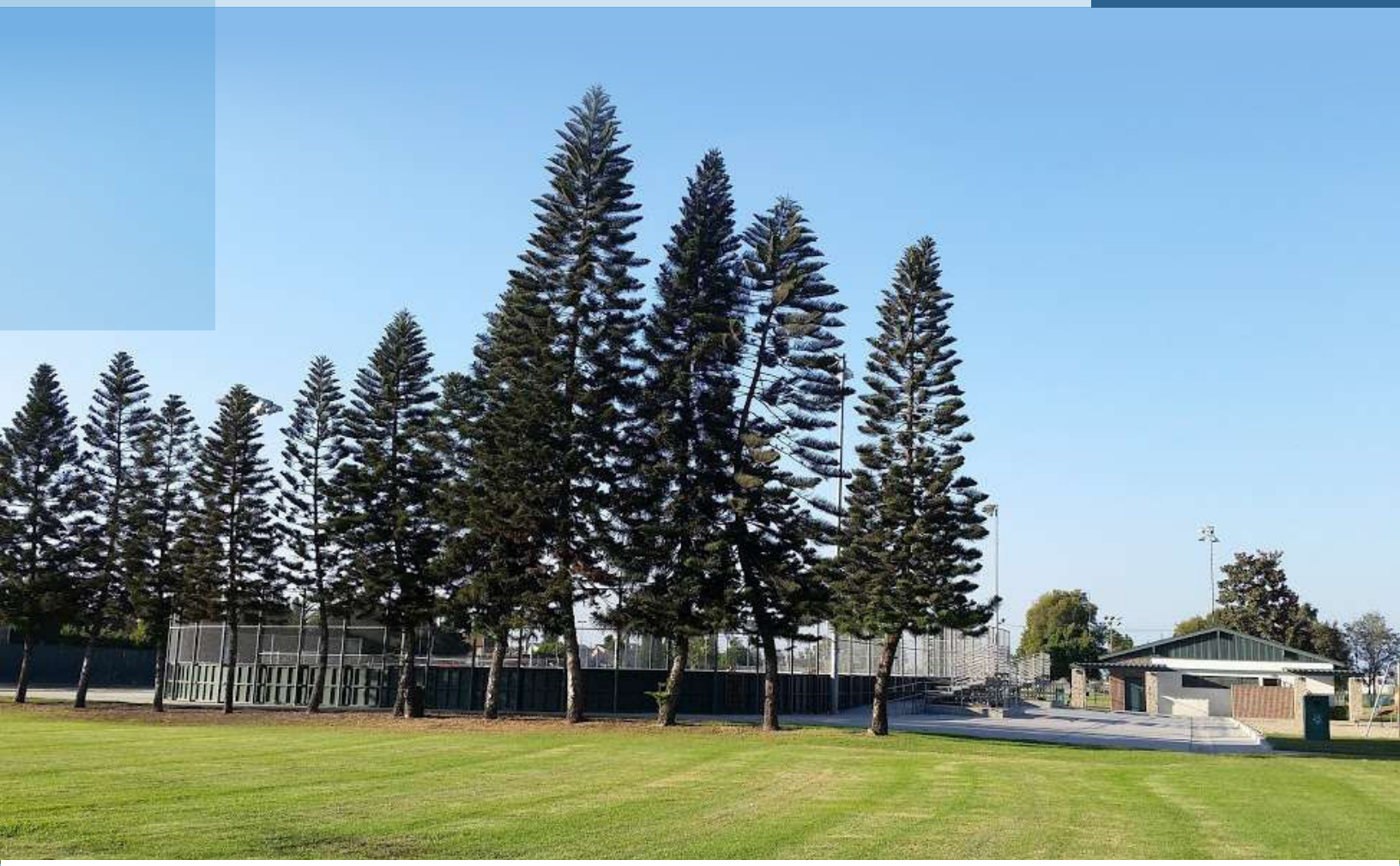
Post Construction Support

Ardurra can assist the City with resolution of post-construction issues such as user department inquiries and issues, resolution of stop notices or notices from the labor commissioner on a time-and-materials basis upon the City's request.

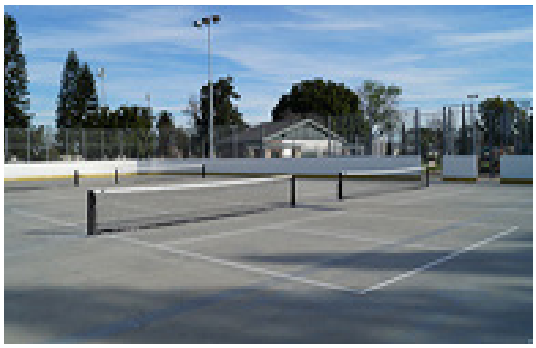
We look forward to teaming with the City and community of Cypress to assist with delivery of this important park improvement project.



Arnold Cypress Park Conceptual Plan provided in the RFP









ARDURRA

WWW.ARDURRA.COM

SOUTHERN CALIFORNIA OFFICES

Bakersfield
1401 Commercial Way, Suite 100
Bakersfield, CA 93309
661.529.2190

Newport Beach
3737 Birch St., Suite 250
Newport Beach, CA 92660
949.428.1500

Poway
14271 Danielson Street
Poway, CA 92064
858.413.2400

El Segundo
1960 E. Grand Ave., Suite 300
El Segundo, CA 90245
310.359.1203

Oceanside
301 Mission Ave., Suite 202
Oceanside, CA 92054
760.529.0795

Temecula
41593 Winchester Rd., Suite 110
Temecula, CA 92590
951.396.4980



PROPOSAL

CONSTRUCTION MANAGEMENT SERVICES FOR ARNOLD CYPRESS PARK REHABILITATION

CITY OF CYPRESS
FEBRUARY 25, 2022

27372 Calle Arroyo / San Juan Capistrano, CA 92675 / 949.450.2525

DUDEK

Cover Letter

February 25, 2022

Nick Mangkalakiri, P.E.
Assistant City Engineer
City of Cypress
5275 Orange Avenue
Cypress, California 90630

Subject: **Construction Management Services for Arnold Cypress Park Rehabilitation**

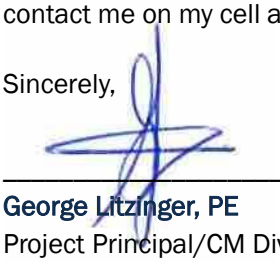
Dear Mr. Mangkalakiri,

We appreciate the opportunity to submit our proposal for the subject project. Dudek has managed and inspected the construction of numerous park projects throughout southern California over the past 35 years. We recently managed and inspected an $11.0 million dollar sports park for the City of Fontana that has similar elements as the City's Arnold Cypress Park. Aside from that project, Dudek also assisted on the City of Carlsbad's Alga Norte Park Project, a $30 million project that also contained similar facilities as this project. Dudek performed a thorough constructability review of the Alga Norte Park project and found several issues that if left uncorrected, would have resulted in numerous change orders.

The project principal for this project is Mr. George Litzinger who will be supported by the Dudek team as required. He will implement a proactive management approach during constructability reviews and will focus on avoiding project delays, meeting budgets, and achieving successful completion of the project without claims.

Should you have any questions or require additional information during the proposal evaluation process, please contact me on my cell at 619.980.7048 or glitzinger@dudek.com.

Sincerely,



George Litzinger, PE
Project Principal/CM Division Manager

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APPENDIX(CES)

A Sample Document Review

1. Firm Background and Qualifications

1.1 Firm Overview

We are a California-based environmental and engineering consultant with nationwide offices and more than 700 planners, scientists, civil engineers, contractors, and support staff. We assist private and public clients on a range of projects that improve and evolve our communities, infrastructure, and natural environment. From planning, design, and permitting through construction, we move projects forward through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting stakeholder interests.

Our professionals find practical, cost-effective approaches to help you achieve your specific project goals. We work to build your trust, which allows us to offer constructive solutions with your project's long-term success in mind.



Figure 1. Dudek's California Offices

Staff Availability and Continuity

As a mid-sized firm, we provide the personal service of project managers who stay with your project from start to finish, combined with the breadth and depth of capabilities characteristic of larger firms in order to meet your project's requirements. Our project managers are empowered to be problem-solvers with the ability to make decisions in a timely fashion to keep project momentum moving forward. We are proud of our low employee turnover. Our staff's long tenure means the project manager you see at the bidding stage will likely be with you at project completion.

Diverse Capabilities

Our depth and breadth of experience means we can quickly assemble and mobilize the appropriate level of service to match your project needs and budget. Our 740+ person in-house team includes:

- AICP-certified environmental planners
- CDFW- and USFWS-certified biologists
- Registered professional archaeologists
- Registered landscape architects
- Registered environmental assessors
- Certified arborists and foresters
- Noise and air quality specialists
- Accredited LEED professionals
- Licensed contractors
- Certified GIS professionals
- Certified hydrogeologists
- Licensed geologists
- Licensed professional engineers
- CMAA-certified construction managers
- Licensed contractors
- NASSCO and ICBO certified inspectors

1.2 Team Organization

We understand that the City is seeking a construction management firm to assist with constructability reviews during the design process and serve as your representative during construction, interfacing with the City throughout the design and construction phase. It is crucial that Dudek implement a work program that effectively communicates the project requirements and, more importantly, establishes a process that ensures incorporation of all details in the final work product. Figures 2/3 below identify the Dudek team for the design and construction phases, proposed roles of the key personnel, and outlines the lines of communication. George Litzinger, Construction Management Division Manager, will ultimately be responsible for all aspects of this project.

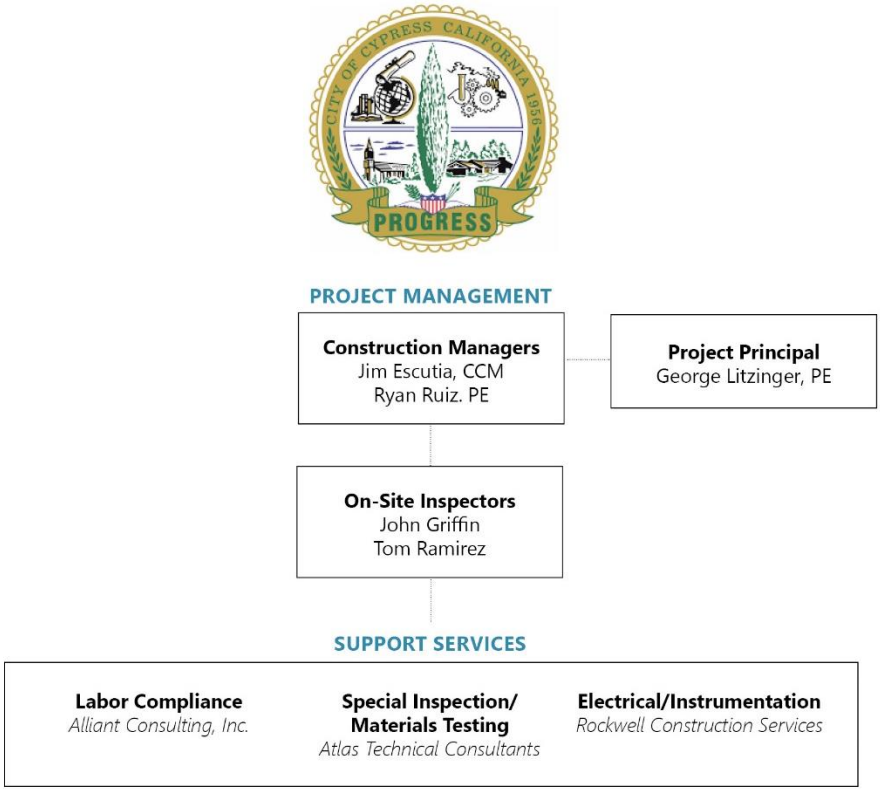
Dudek's policy is to not change managers during a project and, in this case, it is extremely important from a consistency standpoint. It is also important that all project communication and correspondence is coordinated through one person. Mr. George Litzinger will be the point of contact for the City to avoid miscommunication. It will be his responsibility to organize and direct the required resources and to implement the work plan described in this proposal.

As requested in the RFP, resumes following the Caltrans Standard Form 330 format follow the Organizational Charts.

Figure 2. Constructability Review Team



Figure 3. Construction Management/Inspection Team



Subconsultants

Table 1. Subconsultant Identification and Qualifications

Firm / Role	Qualifications
Rockwell Construction Services (RCS) Electrical/Instrumentation	RCS provides electrical project review, inspection and general construction management assistance specializing in the water/wastewater industry. RCS's goal is to identify and correct problems before they happen by working closely with the construction team from review of the contract documents pre-bid, through final Operation/Maintenance Manuals and As-Built Drawings at the conclusion of a project.
Atlas Technical Consultants Special Inspection/ Materials Testing	Atlas provides professional testing, inspection, engineering, and consulting services from more than 100 locations nationwide. Atlas delivers solutions to both public and private sector clients in the transportation, commercial, water, government, education, and industrial markets. Atlas' construction materials engineering and testing services features a full complement of professional engineers, geologists, lab managers and certified technicians, giving Owners confidence that their investment is built in accordance with the project's approved plans and specifications.
Alliant Consulting, Inc Labor Compliance	Alliant Consulting is a DBE, SBE and WBE certified firm. For over 15 years, Alliant has been dedicated to ensuring compliance on thousands of projects within California, Arizona and Utah. Alliant encourages a team approach for the implementation and enforcement of prevailing wage law, working in concert with the staff of the awarding agency and contractor/ subcontractor representatives to ensure the applicable legal requirements for both sides are met. Alliant's knowledge of all types of funding and requirements of SB854, AB1701, AB199, AB566, SB418, SB96, Measure JJJ, Proposition 50, 55, 84, CMU, CDBG, HOME, HUD, LIHTC, TCAC, NSP and other program requirements is extensive on all levels of construction.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(*Complete one Section E for each key person*)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
George Litzinger, PE	Project Principal	a. TOTAL 36	b. WITH CURRENT FIRM 36

15. FIRM NAME AND LOCATION (*City and State*): Dudek (Encinitas, California)

16. EDUCATION (*Degree and Specialization*)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
B.S./1985/Civil Engineering A.S./1981/Mechanical Engineering	Professional Engineer, California #47544 California Contractor – Engineering Class "A" License #731744, Landscape License C-27

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)

Mr. Litzinger supervises the Construction Management Division is responsible for all of Dudek's construction projects and programs covering both large and small projects up to $100 million. (Recent Awards: 2012 CMAA San Diego Chapter Project Achievement Award; 2011 CMAA So. CA Chapter Project Achievement Award; 2009 CMAA National Chapter Award; 2008 and 2009 ASCE Buildings and Structures Award of Excellence.)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
North Shore Community Park (Indio, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2019

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Mr. Litzinger was project principal on this $3.5 million park that includes the following park elements: mass grading, soccer fields, basketball court, skate park, restroom building (by Romtec), water feature, walking paths, exercise equipment mounds, irrigation, planting, landscape, Musco lighting, and road improvements.

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Connors Park (San Marcos, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2017

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Mr. Litzinger was project principal on this 4.5-acre park project built on San Marcos Elementary School property under DSA jurisdiction. The project consisted of demolition of an existing school and park, mass grading, a reinforced concrete fenced and lighted multisport court (tennis/basketball/pickle ball), skate park, a fenced and lighted synthetic multi-use football field, Musco Sports Lighting parking lot, energy efficient lighting system. The project also included a separate design/build contract for a 2,000 SF masonry restroom/concessions and maintenance facility. This project was funded by a Community Development Block Grant (CDBG).

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Alga Norte Community Park (Carlsbad, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2010

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Mr. Litzinger was Project Principal on the mass grading of this $40 million, 32-acre park project that consisted of a 50-meter competition pool, 25-yard activity pool, pool complex, administration building, baseball fields, skate park, dog park, basketball courts, restrooms and playground. The project required 220,000 CY of mass grading. Mr. Litzinger performed constructability review at the 100% design phase and was responsible for oversight of the Dudek CM Team's resources, including staff, subconsultant coordination, client liaison, budgeting and reporting to the City Council.

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Miller Park and Amphitheater (Fontana, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2018

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Mr. Litzinger served as project principal for this $5 million, 3-acre park project that includes the following park elements: water feature and splash pad, restroom, bandstand, irrigation, landscaping, turf, sidewalks, walking paths, and a new SCE service.

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Autumn Drive Street Improvements and Reconstruction of Buelow Park (San Marcos, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2011

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Mr. Litzinger was the Principal in Charge for this $2 million improvement and reconstruction project consisting of replacement of the existing storm drainage system, private water and sewer systems, dry utilities, retaining and seat walls, restroom buildings, street parking, lighting, fencing and gates, playground and shade structures, curbs and gutters, street surface improvements, ribbon gutter, water play features, and basketball courts.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(*Complete one Section E for each key person*)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jaime Escutia	Construction Manager	a. TOTAL 12	b. WITH CURRENT FIRM 1

15. FIRM NAME AND LOCATION (*City and State*)	Dudek (Encinitas, California)

16. EDUCATION (*Degree and Specialization*)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
California State University Long Beach, California B.S., Construction Engineering Management	Certified Construction Manager, CCM #10871 Cal OSHA – Ten-Hour Safety Certificate

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)

Jaime Escutia has over 12 years of experience on a variety of construction projects managing the construction budget, negotiations, project operations and ensuring quality adherence with construction standards. Projects have included public park improvements, sewer lift stations, pipelines, and public building renovations. Mr. Escutia's duties included reviewing contractor's schedules, progress payment requests, RFI's and submittals, and contractor proposed change orders, and constructability reviews.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Contract Administrator (Huntington Beach, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2014-2021

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm.

Mr. Escutia was the Contract Administrator for the City of Huntington Beach Public Works Department for over seven years where he simultaneously administered multiple small to large scale projects and controlled yearly project budgets averaging 17 million. He directed a variety of construction projects managing the construction budget, negotiations, project operations and ensuring the quality adherence with construction standards.

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Public Park Improvements (Huntington Beach, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2014-2021

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm.

As the Contract Administrator for the City, Mr. Escutia managed the rehabilitation and reconfiguration of several existing parks to include new uses. The projects included new grass/landscaping installation, new sidewalks and tree removals. Several projects included demolition of existing buildings and the new construction of additional buildings. The past projects have added pickle ball and bocce ball facilities to existing parks.

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Police Lobby Renovation (Huntington Beach, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2017

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm.

Mr. Escutia managed this project that consisted of remodeling the Huntington Beach Police Lobby including installation of bullet proof glass, remodeling the area behind the front counter and make the public restrooms ADA compliant.

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Arterial Paving Projects (Huntington Beach, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2016-2017

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm.

Mr. Escutia was construction manager for these projects. The projects included rehabilitation of existing six lane asphalt roadways with raised medians, sidewalks, landscaping; and traffic signal modifications. Several rehabilitation methods were used including Full Depth Reclamation, which consisted of stabilizing the roadway with a 13-inch cement treated subgrade.

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Traffic Signal Modifications Projects (Huntington Beach, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2017-2019

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm.

Mr. Escutia was construction manager for several traffic signal modifications projects. The projects consisted of modifying existing traffic signals, installing interconnect fiber and adding ADA compliant ramps. Various forms of state and federal funding reimbursements were part of the projects.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(*Complete one Section E for each key person*)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Ryan Ruiz, PE	Construction Manager	a. TOTAL 13	b. WITH CURRENT FIRM 10

15. FIRM NAME AND LOCATION (*City and State*)	Dudek (Encinitas, California)

16. EDUCATION (*Degree and Specialization*)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
University of California, San Diego, in La Jolla, California B.S., Structural Engineering	Professional Civil Engineer No. C86394 CESSWI Qualified SWPPP Practitioner (QSP) ITCP; PACP; MACP

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)

Ryan Ruiz has experience as a Construction Manager, Office Engineer and Field Engineer. Projects included parks, public buildings, wastewater treatment facilities, pump stations, large and small diameter sewer and water pipelines, and roadwork. Mr. Ruiz's duties included reviewing contractor's schedules, progress payment requests, RFI's and submittals, and contractor proposed change orders. Mr. Ruiz also participated in design revisions, safety, and negotiations on change orders.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Miller Park and Amphitheater Project (Fontana, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2018

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Mr. Ruiz was Construction Manager for this project that included the construction of a restroom building, bandstand and stage, stairs, ramps, concrete paving, concrete walls, hand rails, electrical fixtures, conduit and wiring, landscape planting and irrigation, landscape drainage systems, drinking fountain, water feature splash pad, surge tank and water lines and appurtenances, sewer lines, and storm drain lines and appurtenances.

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Central City Park Project (Fontana, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2021

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Mr. Ruiz is currently working as the construction manager for this new park project. The project includes the installation of (1) lighted soccer field and (2) lighted soccer/football fields with artificial turf, a tot lot, picnic areas, restroom and snack bar facility, (2) new parking lots, storage building, horse shoe facility and pits, community garden area, mechanical and electrical improvements, and a new six-foot high anti-graffiti wall along the northern border of the park property.

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Police Station Expansion Project (Fontana, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2015

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Mr. Ruiz worked as a Field and Office Engineer for the Police Expansion project which included the fabrication of an entirely new east stair tower, HVAC system, simulator room and firing range for the department, locker rooms, conference rooms, offices, weight room and bathrooms by demolishing and reconstruction of the entire basement and east stair tower.

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
City Park Basketball/Volleyball Court Addition (Corona, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2019

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Mr. Ruiz was inspector and office engineer for this project that involved removing an existing parking lot and constructing two half basketball courts, a full size basketball court and a volleyball court located in the northern center of City of Corona's City Park. The proposed improvements included grading, hardscape improvements, a bio retention facility, irrigation system, planting, and electrical work.

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Newhall Ranch Advance Riparian Mitigation Project (Newhall, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2020

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Mr. Ruiz has served as the Project Engineer and QSP for the Newhall Ranch advance wetlands and mitigation project. Mr. Ruiz's duties include regular and ongoing maintenance of all flood, drainage, wet wells, and water quality protection structures. Perform daily engineering reports of grading cut/fill operations of 154,000 CY of earthwork, monitoring proper BMP and SWPPP implementation and documentation, coordination with contractor, project biologist and owner regarding design deficiencies and plan changes, and ensuring final planting, irrigation, and grade, were installed per plan and specification at both Mayo and Potrero sites, totaling 84.2 acres.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(*Complete one Section E for each key person*)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Tom Ramirez	Inspector	a. TOTAL 35	b. WITH CURRENT FIRM 10

15. FIRM NAME AND LOCATION (*City and State*)	Dudek (Encinitas, California)

16. EDUCATION (*Degree and Specialization*)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)

Mr. Ramirez has over 35 years of experience in construction providing construction management and field inspection services on both public works and private development projects. Experience includes water, sewer, storm drain, and pipeline construction; wasetwater treatment plants; roadway construction; bridge retrofits; and new construction, repairs and remodels of public buildings and residential developments. Experience includes preconstruction, constructability and plan reviews; survey staking; SWPPP; and traffic control.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
North Shore Community Park (Indio, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2019

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm.

Mr. Ramirez served as inspector on this $3.5 million park that includes the following park elements: mass grading, soccer fields, basketball court, skate park, restroom building (by Romtec), water feature, walking paths, exercise equipment mounds, irrigation, planting, landscape, Musco lighting, and road improvements.

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Rancho Jurupa Park Expansion Phase 2 (Riverside, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2011

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm.

Mr. Ramirez provided inspection services for the renovation and expansion of this 45-acre park project for the Regional Park and Open-Space District. The project required the demolition of existing buildings and the installation and inspection of new underground utilities such as water, sewer, joint trench, irrigation, and landscape. A clubhouse and campsite were constructed, in addition to an 18-hole miniature golf course, concrete water play area, metal lunch structures, new entry roads, and walkways.

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Police Department Renovation Project (Hemet, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) Ongoing

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm.

Mr. Ramirez is currently providing inspection services on this project that includes a complete overhaul of the building, which is the oldest in the county operating since 1951. Project includes upgrades to the Hemet Police Department's temporary holding facility and a makeover for the flooring, walls and bathrooms.

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Railroad Canyon Water Reclamation Facility Yard Piping (Lake Elsinore, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) Ongoing

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm.

Mr. Ramirez is currently the inspector for this water reclamation facility project for the Elsinore Valley Municipal Water District that consists of lining existing recycled water ponds, installing yard piping connected to the ponds, constructing baffles in the existing aeration basins, modifying aeration basin piping, adding mixers, and providing miscellaneous associated work including electrical and I/C.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(*Complete one Section E for each key person*)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
John Griffin	Inspector	a. TOTAL 35	b. WITH CURRENT FIRM 3

15. FIRM NAME AND LOCATION (*City and State*): Dudek (Encinitas, California)

16. EDUCATION (*Degree and Specialization*)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
California State University, Fullerton Supervisor Development Certificate	APWA Certified Public Infrastructure Inspector (CPII) Qualified Storm Water Practitioner (QSP) IMSA Work Zone Safety

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)

John Griffin has over 35 years of experience providing project management, construction management, and inspection services in the public works sector. He worked with the City of Huntington Beach for most of that time, spending 22 years in the Engineering Division, and 13 years with the Maintenance Division. His job duties with the city included contract administration, project management, inspection, and quality assurance of project plans and specifications for a wide variety of public works infrastructure projects. Projects have included sewer, water, lift stations, well sites, bridges, storm drains, grading, slope repairs, structures, utilities, and transportation. Mr. Griffin joined Dudek in 2019 after retiring from the City of Huntington Beach and currently provides construction inspection services on a variety of public works projects for various agencies throughout Southern California.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Annual Slurry Seal Projects (Laguna Beach, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2020-2021

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm.

Mr. Griffin provided on-site inspection services for two of the City's annual slurry seal contracts (2020 and 2021). Each year the City slurries approximately 200,000 SF of streets within the City as part of its annual program. Mr. Griffin worked with the contractor and residents daily to coordinate road closures and access to residents. The City received no complaints during either contract.

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Marine Safety Building Seismic Retrofit (San Clemente, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2021

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE — ☒ Check if project performed with current firm.

Mr. Griffin provided on-site Owner's representative services on a very challenging seismic retrofit project for the City of San Clemente's historic Marine Safety Building situated on the beach near the pier. Work consisted of slope protection, roof framing repairs, interior room renovations, parking lot improvements, and building siding repairs.

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Public Works Contract Administrator (Huntington Beach, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2013-2019

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE — ☐ Check if project performed with current firm.

Mr. Griffin served for six years as Contract Administrator for a variety of public works capital improvement projects and maintenance service contracts. Duties included writing City, State and Federal funded contracts; monitoring of construction projects for adherence to Federal and State labor laws; reading and interpreting blueprints, plans and specifications, and manuals; writing detailed reports; and maintaining accurate records. Tasks also included maintaining a well-articulated system for monitoring the progress of projects and programs as well as troubleshooting, analyzing, and resolving problems associated with construction contracts.

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Senior Public Works Construction Inspector (Huntington Beach, California)	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*) 2001-2013

(3) BRIEF DESCRIPTION (Brief Scope, Size, Cost, etc.) AND SPECIFIC ROLE — ☐ Check if project performed with current firm.

Mr. Griffin served as senior inspector for the City for over 12 years performing advanced journey-level inspection and contract administration of various types of municipal infrastructures, including the construction and rehabilitation of streets, water facilities, sewers, lift and pump stations, traffic signals, street lighting, beach facilities, parks, landscaping, irrigation systems, median construction, alleys, buildings, and bridges. He was responsible for the training and oversight of lower-level inspection staff and assured all Federal, State, and local policies, laws, and regulations were met as well as all OSHA standards and safety practices followed.

2. Project Experience and References

Dudek's team recently provided construction management and inspection services to the City of Fontana on a park project, and recently completed two park projects for the City of San Marcos that are very similar to the City's project. Since 1980, Dudek has successfully managed the construction of numerous park projects that included obtaining financing, environmental, value engineering, constructability reviews, construction management and inspection, and owner's representative services. **Table 2** summarizes Dudek's relevant project experience followed by detailed project descriptions for select projects. References are provided with each description.

Table 2. Dudek Park CM Experience

Project Experience	Tasks											
	Constructability/ Bid Phase Management	Construction Management	Contract Administration	Inspection Services	Water Features	Playgrounds	Skate Features	Sports Lighting	Buildings	Athletic Turf Fields	Sports Netting	Architectural Concrete
Bub Williamson Park City of Vista		◆	◆	◆					◆			◆
Central City Park City of Fontana		◆	◆	◆		◆		◆	◆	◆		◆
Southcrest Park City of San Diego		◆	◆		◆	◆		◆	◆			◆
North Shore Community Park Desert Recreation District (Indio, CA)	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Miller Amphitheater - City of Fontana	◆	◆	◆	◆	◆	◆			◆			◆
Connors Park/Elementary School Park City of San Marcos	◆	◆	◆	◆		◆	◆	◆	◆	◆	◆	◆
Alga Norte Community Park City of Carlsbad	◆			◆	◆	◆	◆	◆	◆	◆	◆	◆
Rancho Jurupa Park Riverside County Parks & Open Space Dist.			◆	◆	◆	◆			◆			◆
Buelow Park & Autumn Dr. Improvements City of San Marcos	◆	◆	◆	◆	◆	◆	◆		◆	◆		◆
Sunset Park - City of San Marcos	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
The Crossings Golf Course, Club House and Maintenance Facility City of Carlsbad	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Hollandia Park - City of San Marcos	◆	◆	◆	◆	◆	◆	◆	◆				
Poway Community Swim/Skate Park City of Poway	◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆
Yucaipa Regional Park County of San Bernardino	◆					◆						
Coast Rail Trail - City of Carlsbad	◆	◆	◆									◆
Guajome Park Campground County of San Diego, Parks & Rec Dept.				◆	◆	◆						◆

Bub Williamson Park Renovation Construction Management & Inspection Services

Client: City of Vista, 200 Civic Center Drive, Vista, California 92084
Client Reference: Amanda Lee, Assistant City Manager, 760.643.5208
Key Staff: George Litzinger, Project Principal / Jason Linsdau, Construction Manager
Construction Value: $3.5 million

Dudek is currently providing construction management and part-time inspection services on this project. The project is the complete renovation of an existing 4-acre park in the City of Vista from a sports-style park to a passive park with playgrounds, walking trails, and nature area funded through a CDBG grant. The project includes site grading, new PCC sidewalk, parking lot reconstruction, installation of playgrounds/play equipment/protective surfacing, water fountains, bike racks, gazebos, fitness station, remodeling of existing restroom building, landscape and irrigation installation, installation of low-voltage power and lighting poles, bioretention basins, and retaining walls.



North Shore Community Park Construction Management & Inspection

Client: Desert Recreation District, 45-305 Oasis Street, Indio, California 92201
Client Reference: Troy Strange, 760.347.3484, tstrange@drd.us.com
Key Staff: George Litzinger, Project Manager / Ryan Ruiz, Tom Ramirez, Inspectors / Subconsultants: Atlas Technical Consultants, Alliant Consulting, Rockwell Construction Services, Safeplay By Design
Construction Value: $5 million

Dudek provided a full turnkey construction management team including constructability reviews of park and building projects, construction management, inspection services, special inspection, and special inspection services on this project. The new park project involves the construction of a 5-acre park, including a shaded pavilion, soccer field, skate plaza, sport court, playground, and walking path. A new active use park was constructed and will include a new bike shop building and restroom with lighting.



Miller Park Amphitheater Project

Client: City of Fontana, 8353 Sierra Ave, Fontana, California 92335
Client Reference: Luis Villalobos, 909.350.6776, lvillalobos@fontana.org
Key Staff: George Litzinger, Project Principal / Ryan Ruiz, Construction Manager / Subconsultants: Rockwell Construction Services
Construction Value: $6 million

Dudek provided construction management and inspection services on the City's Miller Park Amphitheater Project. The project includes demolition of the existing amphitheater berms, paving, new streetlights, hardscape, sidewalks, landscaping, new restroom building, band shell and stage, new splash pad with pumping system and wet well, and improvements to the existing Pacific Electric Trail. The project is nearing completion and will be the centerpiece for the City's Civic Center, surrounded by the City's library, fire station, police department and Miller Gym.



Central City Park Project

Client: City of Fontana, 8353 Sierra Ave, Fontana, California 92335
Client Reference: Luis Villalobos, 909.350.6776, lvillalobos@fontana.org
Key Staff: George Litzinger, Project Manager / Ryan Ruiz, Construction Manager / Inspector, Tom Ramirez
Construction Value: $11 million



Dudek is currently providing construction management and inspection services on an 8-acre site that contains the following facilities: a kit restroom/ concession building, a large kit storage building, two small kit storage buildings, three trash enclosures, two monument walls, six fabric shade structures, universally accessible playground, concrete paving, cmu walls, welded fire fencing, decorative sports-themed bollards, flagpole, electrical fixtures, conduit and wiring, landscape planting and irrigation, landscape drainage systems, drinking fountains, misters, waterlines and appurtenances, sewer lines and appurtenances, storm drain lines, and three turf fields.

Connors Park/San Marcos Elementary School Park

Client: City of San Marcos, 1 Civic Center Drive, San Marcos, California 92069
Client Reference: Jim Chafe, Deputy Public Works Dir., 760.744.1050, jchafe@san-marcos.net
Key Staff: George Litzinger, Project Principal / Jason Linsdau, Construction Manager
Construction Value: $5 million



Dudek provided construction management, inspection, special inspection, and DSA inspection services on this project. Nearly half of the 4.65-acre park site was built on the old San Marcos Elementary School site under DSA jurisdiction. The project consisted of demolition of an existing school and park, mass grading, a reinforced concrete fenced and lighted multisport court (tennis, basketball, pickle ball), skate park, a fenced and lighted synthetic multi-use football field, Musco Sports Lighting 2 playgrounds, and an energy efficient lighting system. The project also included a separate design/build contract for a 2,000 SF masonry restroom/concessions and maintenance facility. This project was funded by a Community Development Block Grant (CDBG). Dudek was responsible for administering the CDBG funding during the project and enforcing work force and prevailing wage requirements in accordance with CDBG requirements. The project was completed on time and within budget.

Alga Norte Community Park

Client: City of Carlsbad, 5950 El Camino Real, Carlsbad, California 92008
Client Reference: John Maashoff, Public Works Manager, 760.434.2856, john.maashoff@carlsbadca.gov
Key Staff: George Litzinger, Project Principal / Jason Linsdau, Construction Manager / Subconsultants: Rockwell Construction Services
Construction Value: $30 million



Dudek performed a constructability review and provided construction management and inspection on the City's $40 million, 32-acre park project that includes a 50-meter competition pool, 25-meter activity pool, pool complex, administration building, baseball fields, skate park, dog park, basketball courts, restrooms and playground for the City of Carlsbad. The

project required 350,000 CY of mass grading, storm drains, irrigation and landscaping. The center includes a 13,000 square feet of building space for a mechanical building, an administration building, locker-room facilities, group meeting facilities, a fitness room, and a concessions kitchen.

Hollandia Park

Client: City of San Marcos, 1 Civic Center Drive, San Marcos, California
Client Reference: Jim Chafe, Deputy Public Works Dir., 760.744.1050
Key Staff: George Litzinger, Project Principal / Jason Linsdau, Construction Manager
Construction Value: $5 million



Hollandia Park is located in east San Marcos on Mission Hills Drive. The scope encompassed design and construction management services for this 30-acre recreational park adjacent to and north of Mission Hills High School. The park amenities include two (2) lighted baseball/softball fields, two (2) lighted soccer fields, tennis courts, an amphitheater, playground, dog park, skate park, parking lots, a care-taker residence, public restrooms, horseshoe pits, equestrian trails, and other site amenities. A unique feature of this project is that it is built on a brown field and is irrigated solely on well water. Construction management responsibilities included facilitating weekly on-site progress meetings, responding to all RFI's, providing all design clarification & solutions, approving change orders & pay estimates, providing all landscape & hardscape inspection, providing photo documentation, and providing final as-builts and project close-out.

Bradley Park Field Re-Grading Project

Client: City of San Marcos, 1 Civic Center Drive, San Marcos, California 92069
Client Reference: Jim Chafe, Deputy Public Works Dir., 760.744.1050, jchafe@san-marcos.net
Key Staff: George Litzinger, Project Principal / Jason Linsdau, Construction Manager
Construction Value: $1 million



The project consisted of re-grading, replacement of irrigation and turf for the outfield of the Northern Baseball Field and for the multi-use (Soccer/Football) Sports Field at Bradley Park. Both fields required 100,000 SF of turf removal, import of top soil, compaction, laser grading and installation of new fencing. Bradley Park is located at the Old San Marcos Landfill which is regulated by the County of San Diego Department of Environmental Health Solid Waste Local Enforcement Agency (LEA). Dudek provided construction management, inspection services and ensured the contractor complied with LEA requirements. The project was successfully completed while maintaining public access to the rest of the park.

Rancho Jurupa Park Expansion

Client: Riverside County Regional Park and Open Space District, Riverside, California
Client Reference: Claire Clark, 951.955.6515
Key Staff: George Litzinger, Project Principal / Tom Ramirez, Inspector
Construction Value: $5 million

Dudek provided inspection services for the renovation and expansion of this 45-acre park project. The project required the demolition of existing buildings and the installation and inspection of new underground utilities such as water, sewer, joint trench, irrigation, and landscape. A clubhouse and campsite has been constructed, in addition to an 18-hole miniature golf course, splash pad water play area, metal lunch structures, new entry roads, and walkways.



Sunset Park

Client: City of San Marcos, 1 Civic Center Drive, San Marcos, California 92069
Client Reference: Jim Chafe, Deputy Public Works Dir., 760.744.1050, jchafe@san-marcos.net
Key Staff: George Litzinger, Project Principal
Construction Value: $5 million

Dudek assisted with design and inspection services to the City of San Marcos for Sunset Park while working at a separate firm. The park amenities include a lighted soccer field, lighted indoor soccer arena with synthetic turf, large playground area w/shade structure, well/pump station, splash pad, basketball courts, sand volleyball court, 6-hole disc golf course, amphitheater, multi-use trails, caretaker's unit, and restroom and mechanical buildings. The lithocrete concrete splash pad (WaterPlay System) is a multiple actuator system feed by a domestic feed with a bioswale draingage treatment system.



► *Winner of the APWA (San Diego/Imperial Chapter) Project of the Year award for 2010.*

Buelow Park and Autumn Drive Improvements

Client: City of San Marcos, 1 Civic Center Drive, San Marcos, California 92069
Client Reference: Jim Chafe, Deputy Public Works Dir., 760.744.1050, jchafe@san-marcos.net
Key Staff: George Litzinger, Project Principal / Jason Linsdau, Construction Manager
Construction Value: $3 million

Dudek provided construction management and inspection services to the City of San Marcos for Autumn Drive and Buelow Park. Services include improvements and reconstruction of the existing storm drainage system, private water and sewer systems, dry utilities, closed circuit television, lithocrete and natural stone seat walls, a 1,000 SF restroom building, street parking, lighting, fencing and gates, playground and shade structures, curbs and gutters, street surface and landscaping improvements, water play features, and basketball courts. This was a Community Development Block Grant federally funded project.



► *Winner of the APWA (local San Diego chapter) Project of the Year award for 2011*

3. Project Approach

3.1 Project Understanding

This project involves the rehabilitation of Arnold Cypress Park, including four (4) softball fields, batting cages, pickleball courts, lights, playground, picnic pavilion, restroom, walking paths, and basketball/volleyball courts. The proposed Dudek team is uniquely qualified to manage this project due to our extensive background in constructing similar active-use parks and building projects.

Our role in the project will be to assist the City by providing the constructability review so that plans are clear, concise, and constructible, ensuring cost overruns are minimized and the project can be built on time. Our construtability reviews of park and building projects have saved the owners a significant amount of time and money. We identify busts, ambiguities, and missing information that contractors will use to claim delays and extra costs. A typical example that results in change orders is not performing sufficient geotechnical investigations during design and utility conflicts. Once our review is complete, we will generate a list of issues to be discussed with the City. We will coordinate with the utilities to complete any new or outstanding work orders.

We understand the challenges with this project, will discuss them with the City, and will be good neighbors with the residents throughout the project. Dudek recently managed an $11 million park project for the City of Fontana that is very similar. We are coordinating with the residents, and strictly monitoring dust, noise, and start times to minimize impacts during the project, which has resulted in no public complaints to date.

We understand the complex nature of constructing a park that involves grading, turf, buildings, concrete structures, art features, play equipment, architectural concrete, and a large amount of ornamental landscaping. Parks are not only a work of art and centerpiece for the City, they ***must be built to the highest standards*** to withstand heavy use for many years. They must be cost effective and user-friendly for City crews to maintain. Ensuring that the park is built to these standards is Dudek's #1 goal.



Dudek recently completed a project for the City of San Marcos very similar to the one the City is constructing. Connors Park, featured here, was sandwiched between residential buildings and an elementary school, and located on a busy thoroughfare.

3.2 Phase 1 – Constructability Review

Administrative Documentation

Kick-off meeting with the City

Upon our selection, we will meet with the City, discuss the project, identify the issues, and define action items along with dates for the completion of the items. A tentative agenda for the meeting is as follows:

1. Introduction, roles, and responsibilities.
2. Obtain copies of all project documents, reports, permits, plans, specifications/standard plans.
3. Discuss meet & greet with designer to review project approach for the constructability reviews.
4. Discuss City requirements for CM management software.
5. Review permit requirements and responsibilities.
6. Review encroachment and building permit and inspection requirements.
7. Review funding requirements, if any.
8. Confirm environmental requirements and monitoring.
9. Prepare final action items list, responsibilities, and dates for completion.

Constructability Review Approach

The goal of the constructability review is to produce a clear, concise, and accurate set of contract documents. Our approach will uncover any and all issues, and ambiguities in the plans and specifications that may lead to delays and change orders. This begins with a thorough review of the documents by experts in each discipline of work following our proven process as follows:

1. Meet with the City and designer and receive briefing on the project along with any areas of concern. Receive copies of all project documents at the 60%, 90% and 100% stages.
2. Dudek separates the documents into the specific disciplines – civil, structural, mechanical, architectural, electrical & instrumentation, and soils, and provide them to the experts in each specific field. They are given a specified time to review and provide comments to Mr. Litzinger.
3. Mr. Litzinger will then consolidate the comments in a report format (example included in **Appendix A**) and distribute to the City.
4. Dudek will conduct a meeting with the design team and City to review the comments and discuss resolutions to the issues uncovered. During the review, Dudek will also look for value engineering items that will reduce the construction cost without compromising the design.

Review Items Considered During Constructability Reviews

1. We will review the schedule timeframes for accuracy and reality.
2. Review encroachment and inspection requirements and determine any constraints.
3. Review funding, if any, requirements and make sure all requirements are included in the contract documents.

4. Review mitigation monitoring and reporting program and include requirements, if any.
5. Review required submittals including deferred submittals.
6. Review field office requirements, including offices for construction manager.
7. Structure of bid schedules, **including the use of allowances**.
8. Review existing utilities in Crescent Avenue and Watson Street. Recommend potholing and meeting utility companies in the field to discuss existing utilities and the procedure for relocation, if necessary.
9. Review permits conditions, easements, and agreements.
10. Review status of electrical applications and work orders status, timing and conditions.
11. Verify noise and air pollution control ordinances.
12. Verify soils information in the soils report.
13. Address disposal of excavated soils material, if any.
14. Define times and routes for truck traffic and deliveries.
15. Review details are consistent, accurate, and properly referenced. Compare plans to specifications for contradictions or missing information.

3.3 Phase 2 – Construction Management Phase

1) **Review Project with Contractor** – Prior to the preconstruction meeting and issuance of the NTP, we will schedule an informal meeting with the contractor and City to discuss what they believe are the project issues and what we can do to assist them to make this a successful project. This meeting will set the tone of collaboration and 'partnering' and hopefully the contractor is forthcoming with information that will minimize delays and change orders. We will confirm lines of communication and establish a procedure for dispute resolution and procedures for change orders that will make the process smooth and efficient.

2) **Preparation of Logs and Administration Documents –** Per our CM Procedures Manual, Dudek will provide all of the required documents prior to construction and will provide a table of the required documents along with submission dates for City's review.

3) **Overview of Administrative Issues to be Addressed with Contractor/City –** Our goal is to have all administrative issues addressed prior to issuing the NTP. Our approach is as follows:

   - *Meeting with Utility Companies* – we will meet with all utility companies prior to the start of construction to review their work and confirm schedules.
   - *Coordination with City's Building Department* – We will meet with the City's building official to review and confirm inspection protocols, process for approving deferred submittals, special inspection requirements, and general coordination.
   - *Confirm Contractor's On-Site Pothole Excavation Program* – We will confirm with the contractor which existing facilities to pothole well in advance so changes can be made without impacting the schedule.
   - *Coordination Concerns*– confirm procedures/routes/staging areas for accessing the park and removing any service from the area.
   - *SWPPP* – We will ensure the contractor completes a SWPPP prior to starting construction.
   - *Survey* – We will confirm design elevations are accurate prior to starting work. Sign-off is required by the contractor that accepts the design elevations.

- *Site Controls* – We will confirm contractor's plans to comply with the site controls specified in the contract.
- *Traffic Control Plans* – We will confirm plans are approved prior to starting work.
- *Construction Permits* – *We will* confirm that contractor has obtained all permits, such as haul route, encroachment permits, etc.
- *Submittals* – We will prepare a submittal register to compare to the contractor's list. The goal is to avoid delays to construction due to a missed or unapproved submittal.
- *RFI's* – We will define the procedures and response times for RFI's. The goal is to avoid delays.
- *Key Personnel Directory* -- We will prepare and maintain a key personnel directory with contact information in the construction management plan.

Summary of Pre-Construction Services Tasks

- Prepare CM Procedures Manual
- Constructability Analysis with Contractor/City
- Submittal Log -- Dudek will prepare as part of the construction management manual
- Early Utility Coordination -- Dudek will meet with all utility companies prior to construction
- Pre-Condition Survey -- VIDEO FACT will be documenting existing conditions
- Pre-Construction Meeting -- Dudek will conduct the pre-construction meeting in accordance with the CM Manual
- Construction Schedule Review -- Dudek will conduct schedule review workshops prior to construction until an acceptable baseline schedule is accepted and approved.





Dudek completed this park project for the City of San Marcos, Buelow Park, which included basketball courts, skate park, splash pad, picnic areas, restroom facilities, decorative hardscape, and landscaping.

Management Approach During Construction

Our approach is proactive and will obtain a quality construction project by working together with the construction contractor and the construction team. Our mutual goal must be a quality product conforming to the contract requirements. A cooperative and professional working relationship must be established to realize this common goal. The key to success for this project is to develop a clear understanding of the project and issues that will be encountered during construction. Our role will be to understand and interpret the plans, specifications, and permits and ensure compliance. We will be able to anticipate and have knowledge of the challenges the contractor will face and will proactively discuss and resolve them with the contractor.

Communications in Writing

Paperwork is critically important in construction management. All communication will be provided to effected personnel in writing. We will maintain daily logs, complete incident reports, photograph elements of the project, provide monthly progress pay estimates, contract change orders, labor and equipment records, personnel records, and other general correspondence.

Construction Manager Approach

The CM will be responsible for overall QA and coordination of the project and will work closely with the City, contractor, and inspectors to resolve day-to-day construction issues. The CM will also ensure project issues are identified and resolved quickly. Project issues will be organized on a critical action item report, which will detail administrative, design, construction, environmental, and coordination issues that arise. Each action item will be assigned to project personnel with a target date to complete or resolve. The report will be updated at the weekly construction management staff and contractor progress meetings.

Inspector Approach

Inspectors will be on site daily during working hours and whenever work is performed. They will be available by cell phone whenever not at the site to answer any questions and resolve issues and will be the key point of contact for the contractor's project manager and superintendent during the course of the work. They will not direct the contractor's work but will facilitate the contractor's efforts by anticipating issues that might affect the progress of the work. Dudek will photo document the project. Upon beginning each day's fieldwork, our personnel will download the day's images from each digital camera to the computer network located in the field office. They will examine the site daily, manage subconsultants, and attend weekly progress meetings with the contractor. This is where old and new business issues are discussed, such as action items developed, progress to date is reviewed in detail, a contractor's three week look-ahead schedule is developed, and items from the City or other consultants are discussed.



Detailed Scope of Work

Task 1 Project Management

We will coordinate all work efforts for this project, including regular project progress meetings and regular updates on the project status and budget.

Progress Meetings

We will conduct monthly progress meetings with the project team. We will prepare an agenda that will include the following topics: safety, RFI, submittals, change order, schedule, and construction progress.

Task 2 Construction Documents Reviews

Dudek will perform a review of the construction documents for clarity, conflicts, consistency, and completeness with respect to bidding and construction purposes.

Construction Sequence and Staging

Dudek will review the project for sequencing and staging particularly with regards to pedestrian safety.

Task 3 Construction Administration

Contract Administration

1. **Administration:** Administer construction contracts and provide technical construction management support to the City.
2. **Contractor Communication:** Provide effective written and oral communication to the contractor and other stakeholders in the administration of the contract. Provide for timely, thorough, clear, effective, and responsible communications to Requests for Information (RFI's), Requests for Change (RFC's), Requests for Proposal (RFP's), submittals, and other miscellaneous correspondence. Receive, log, and track requests for information (RFIs, RFCs, and RFPs).
3. **Quality Assurance:** The Dudek team will provide Quality Assurance of the contractor's work.
4. **Interaction with Agencies:** Dudek will coordinate and maintain on-going interaction with appropriate agencies, utilities, and City staff to ensure successful project completion.
5. **Substitution Requests:** We will evaluate requests for material and equipment substitutions and changes based on compliance with contract specifications and will take into account the impacts to cost and schedule. We will consult with the project team as required.
6. **Submittal Review/Logging:** We will receive, respond, log, and track submittals. We will forward submittals to the Design Engineer. Submittals responded by the designer will be tracked for a timely response.
7. **Project Meetings:** We will conduct weekly job site construction meetings involving the project team and maintain action items, minutes of meetings and compliance with the contract provisions. We will maintain and distribute meeting minutes within two (2) working days.

Controls and Scheduling

Dudek will provide comprehensive project scheduling and control expertise as follows:

1. **Baseline Schedule Review:** Review and comment on contractor's baseline and project schedule critical path, and logic review, and ensure that schedule meets all requirements of contract documents.
2. **Progress Schedule Review:** Review and monitor contractor's schedule monthly to monitor project progress and detect early delays.
3. **Cost and Budget:** Monitor project construction costs, budgets, and schedule and maintain current workflow projections.
4. **Reporting:** Prepare and distribute monthly construction reports, including at a minimum:
   - Daily Inspection Reports
   - Weekly Job Site Meetings Minutes
   - Monthly Report Overview
   - Project cost to date
   - Schedule updates
   - Recommendations to mitigate project delays
5. **Progress Payment Review:** Review and approve monthly contractor invoices, verify compliance to all terms and conditions of contract and make payment recommendations.
6. **Contract Extensions:** Review, analyze, and make recommendations on contractor time extensions/requests.
7. **Miscellaneous Coordination:** Coordinate and monitor work to be performed by others.
8. **Project Notice Coordination:** Receive and review project notices and provide appropriate recommendations.
9. **Performance Evaluation:** Provide quarterly Contractor performance evaluations during construction.
10. **Time Impact Analysis (TIA) Review:** CM will monitor and log Contractor labor time, attendance, labor cost, minimize compliance risk and evaluate in coordination with potential change order claims.
11. **Monitor Time and Materials Work:** Monitor contractor work performed on a time and materials (T&M) basis to ensure that the contractor labor charges are fair and appropriate, and that materials purchased are of quantity and quality necessary to the project and documented on invoices.

Cost Estimating

Dudek will maintain a cost estimating system that conforms to industry accepted practices and provide the following:

1. **Contractor Proposals:** Evaluate contractor cost reduction proposals in accordance with industry cost standards.
2. **Change Order Review:** Review proposed change orders.

Document Control

Dudek will establish a document management system for the following:

1. **Filing:** Utilize a filing system that complies with City standards.
2. **Claims:** Identify, analyze, and prepare construction claims and disputes by assessing or validating entitlement and quantification of damages and promoting a successful resolution.

3. **Document Tracking:** All central receipts, control, storage, distribution, indexing and tracking of all documents.
4. **Document Managing:** All documents, incoming and outgoing, associated with the construction management activity of all assigned projects, including, but not limited to submittals, requests for information (RFIs), requests for clarifications (RFCs), pay requests, change orders (C.O.s) and correspondence.
5. **As-Built Documents Administration:** Maintain a current set of as-built drawings and specifications.
6. **Document Maintenance:** Maintaining all field documents, storing original documentation and furnishing to the City at project completion.

Spare Parts Inventory

Dudek will review this specification but this may not be applicable.

Operations and Maintenance Manuals

Dudek will receive final O&M equipment manuals from contractor and coordinate their review. Final O&M manuals will be delivered to the City.

Change Order and Claims Management

Dudek will implement a comprehensive claims management program. When agreement cannot be reached, we will formulate a claims defense and participate in resolution including:

1. **Document Managing:** Coordinate, assemble and review supporting documentation for change order processing and make final recommendations to City staff.
2. **Contractor Request Review:** Review requests of alleged cost increases and/or time impacts for merit concurrently.
3. **Change Order Review:** Thoroughly analyze the proposal and develop a negotiating position. When necessitated by variations between contractor price for change and the CM's fair cost estimate we will negotiate an equitable resolution with guidance from the City.
4. **Change Order Expediting:** After the equitable resolution is reached, we will expedite approval of the negotiated change order.

Task 4 On-Site Representation

Dudek will monitor construction activities, as follows:

Daily and Weekly Documentation

1. **Documentation of Construction Activities:** Provide documentation of construction activities, duration of activities, labor resources, and equipment allocation.
2. **Construction Reporting:** Provide daily construction activity reports, labor resources, on-site equipment, and work conditions.
3. **Non-Conformance Reporting:** Provide non-conformance reports.
4. **Photographic Records:** Provide weekly photographic/digital records of the project during construction.

Storm Water Pollution Prevention Plan Inspection

1. Review contractor's site-specific BMPs.
2. Monitor contractor's activities regarding pollution prevention controls and activities.

Task 5 Materials Testing/Geotechnical Services

Dudek's subconsultant, Atlas, will provide all material testing of soil, concrete, metal, steel, and other materials as required per the plan and specifications. Atlas' proposal is available upon request.

Task 6 Construction Close Out

Dudek will manage the turnover of the assigned project to the City.

Site Closeout

Site Closeout tasks will include:

1. **Site Final Walk-Through:** Coordinate and conduct a site final walkthrough to verify completion of contract and all related items of work within 7 days of substantial completion.
2. **Site Punch List:** develop site punch list, verify completion, and obtain final documentation and releases within 7 days of substantial completion.
3. **Site Record Drawing Preparation:** Verify and deliver contractor as-built marked up drawings for each site to the City for record drawing preparation within 14 calendar days of site substantial completion.
4. **Site Permitting:** Monitor permit and agency sign offs within 14 calendar days of substantial completion.
5. **Site Final Reporting:** Prepare site summary report in accordance with the City within 7 days of final completion.
6. **Site Documentation Turnover:** Turnover site project files, contract, correspondence, and documentation within 14 calendar days of final completion.
7. **Site Warranty Coordination:** Prepare a list of warranty items, warranty period, and warranty repair procedures, and turn over to the City.
8. **Site Demobilization:** Demobilize the CM staff and facilities in accordance with agreed upon plan.

Specific Issues to be Anticipated

Although there will be many issues to address during construction, the key will be to address them quickly and keep the project moving. Our two-phase approach is geared to proactively addressing issues up-front and not being reactionary when the contractor brings them up. A brief overview of some of the issues we are anticipating are as follows.

Potential Grading Issues:

1) **Grading** – for some reason – always seems to have issues and controversy, and we have seen almost every claim made by grading contractors using the catch-all claim of 'Changed Conditions". During our informal meeting with the contractor we will raise the following issues:

2) **Topography** -- Confirm that the topographic information of the site is accurate. It only takes one error to start a domino effect on the entire design that may be difficult to correct during construction. The

elevations and topo MUST be accurate, and the contractor must agree in writing that they accept the topography and will not come back after the fact for claim because of inaccurate topo.

3) **Grading Scope of Work Between Civil and Architect** – We need to confirm that the grading plans agree with the Architect's grading expectations.
4) **Haul Routes** – Need to define the truck delivery and haul routes
5) **Staging and Storage Yards** – Need to define locations and areas for the contractor's use for staging and lay-down.
6) **Surveying** – Review the contractor responsible for construction staking and surveying. Receive cut sheets at the end of each day.
7) **Soils Report** – We will review the soils report and make sure that the recommendations are included in the contract documents, and that the contractor clearly understands his responsibilities.
8) **Grading/Building Inspector and Compaction Requirements** – We will review responsibilities and procedures if there's a grading permit and confirm processing and compaction requirements.
9) **SWPPP** –Discuss the contractor's SWPPP preparation and meet with the contractor's QSD/QSP and make sure we are all on the same page regarding reporting and enforcement.

Potential Building Facility Issues:

The key to completing these facilities is to work closely with the local building official. We will meet with them early to discuss processes and procedures.

1) **Building Inspection** – We will coordinate daily with the City's building inspector and contractor and report any issues immediately to City for action.
2) **Quality Control/Quality Assurance Inspection** – The City will however need to have a representative on the site when the buildings are being constructed to perform quality control/assurance inspections of the building. The City building inspector only inspects for code compliance issues and will not inspect the building for "quality of construction" issues, such as drywall and painting finishes. The City needs a representative to provide quality control inspection services to make sure the City is getting a quality project. We routinely work hand in hand with the local building officials and inspectors.
3) **Special Inspection** – We will work with the City's building department to submit timely special inspection reports to avoid delay in sign-off.

Potential Irrigation Issues:

1) **As-Builts** – A critical aspect of the irrigation system is accurate as-builts that will be used by maintenance staff. Nothing is more frustrating than not having accurate information for repairs. Wire numbering, controller information, O&M manuals, location of heads and piping is critical to getting repairs done quickly.
2) **Location of Heads** – Accuracy and positioning of heads is critical to getting good spray coverage and preventing 'mud/wet' spots.

Potential SCE Issues:

Along with grading issues, coordinating with utility agencies, such as SCE, can be a challenge. To reduce this challenge, we invite the planner/maintenance people to our weekly progress meetings.

Other Potential Issues:

1) **Permits** – We will review the requirements and status of all project permits.
2) **Schedule** – An accurate schedule for this project is critical. There are many moving parts and we will work with the contractor to include all the project elements and assign milestone dates so that we can track each activity.
3) **Public Relations** -- We will work with the City to implement a public relations program for the project. Noise, dust, and other construction nuisances must be addressed and kept to a minimum.
4) **Communication** – We will work with all stakeholders to effectively communicate status of project.
5) **Irrigation and Planting** -- At the start of construction, Dudek will field verify the static pressure of water service at the connection point supplying the irrigation system. The actual static pressure must be verified with the design static pressure in order to allow for adjustments that may be needed, such as adding a pressure reducing valve, changing nozzles, upsizing the main line, etc. A pre-irrigation/planting preconstruction meeting will be held with the contractor's landscaper, Dudek, and City staff to discuss installation and testing requirements so the contractor clearly understands the City's expectations.

   Dudek will coordinate regularly with City staff to schedule and perform pre-inspections (verify line depths, solvent welding of joints, proper head/nozzles, and pressure tests) of the work so the City's time will not be wasted if the work is not ready. In addition to an irrigation coverage test prior to planting, we suggest a water audit performance test be performed to measure the system coverage with catching devises, this will ensure the turf will be receiving sufficient coverage to avoid brown spots. Performing this audit will avoid the need to add additional heads after planting.

   Dudek will coordinate City staff of all plant materials upon delivery and prior to any planting. Only healthy, properly sized and high-quality plant specimens will be planted. We also suggest requiring percolation pit testing of each tree well prior to ordering trees to ensure there is sufficient drainage for each tree to prevent drowning and root rot. The contractor will be required to complete all of the irrigation and landscaping work, including all punch list items before the maintenance period can begin. Our proposed inspector has years of experience not only inspecting, but turning over and maintaining active use parks; he understands the City's needs are to deliver a healthy and well-functioning irrigation and landscaping system.
6) **Playground Safety Audit** – Our inspector will check the playground layout to ensure the fall zones do not overlap and that they meet the plan requirements. Once the playground structures and surfacing are complete, we will ensure a playground safety audit is performed on each structure, by a certified CSPI inspector, and that all issues are corrected prior to opening of any of the playgrounds

Appendix A

Sample Document Review

DUDEK

ALGA NORTE COMMUNITY PARK - DOCUMENT REVIEW REPORT









November 10, 2011

PREPARED FOR
Mr. Patrick Mcgarry
City of Carlsbad
405 Oak Avenue
Carlsbad, California 92008

PREPARED BY
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Alga Norte Community Park Grading Plans (sheets 4-30) Bridging Document Review

Earthwork Plans

1. Review Mass Grading as-builts prepared by City dated March 2011 and As-graded geotechnical report prepared by Ninyo & Moore dated February 2011. Take note of locations of remedial grading, select fill placement and bridged fill locations. Not all remedial grading required was completed during mass grading project. Additional remedial grading or revisions to structural sections may be required. D/B contractor should consult with a professional geotechnical engineer to address areas still needing remediation and addressing possible settlement at bridged fill locations.
2. Shallow groundwater was encountered along the eastern, southern borders and skate park berm of the park below original grade (prior to mass grading project).
3. Additional unclassified fill removals and placement of select fill may be required at Competition pool. Refer to As-graded geotechnical report dated February 2011.
4. D/B contractor should review locations of stock piles – north baseball field topsoil stock pile and western baseball field unclassified fill stock pile along toe of cut slope.
5. D/B contractor should review control files by Mass Grading contractor surveyor Masson & Associates.
6. Grade of the future baseball fields were adjusted (lowered) in order to balance the site during the mass grading project, see as-built topographic survey.
7. Property corner monuments still need to be reset.
8. D/B contractor is responsible for performing own topographic survey to verify grades and earthwork quantities needed to achieve final grades. Import of fill material may be required.
9. Back cut requirements for future retaining wall at the Maintenance Building Yard should be closely analyzed as to not undercut existing sewer and force mains in VWD access road above. Light impact equipment must be used while working or crossing 12” and 24” force mains at the Maintenance Building Yard.

Utilities

10. D/B contractor should review mass grading plan as-builts for existing storm drains. Storm drains H and G have not been installed. Sections of storm drains E, A-2 and C-5 have also not been installed.
11. D/B contractor should review 72” storm drain installation for conflicts with skate park construction.
12. D/B contractor to address 6” storm drain discharge point at the Skate Park Bowl extending west. The drain appears to connect to SD “K”, but no POC or IE information is provided. Take careful note of HGL at tie-in location.
13. 3”X8” saddle, gate valve, meter and backflow preventer was installed during the mass grading project at STA 78+02 utilized for the temporary slope irrigation system. Shallow irrigation

mainline was buried from backflow preventer to irrigation controller at cut slope behind the pool complex area.

14. D/B contractor should consult with a professional geotechnical engineer at the locations of bridged fill were utilities cross as additional remedial grading or bedding changes may be required.
15. Light impact equipment should be used at any crossing of the 12" and 24" force mains.
16. D/B contractor should verify elevations of existing sewer manhole inverts in Alicante Road prior to designing or building any sewer lines. 12" and 24" force mains should also be potholed at all sewer crossings for potential conflicts.
17. D/B contractor shall clean entire storm drain system prior to park opening.

Alicante Road and DG Trail

18. D/B contractor should perform pavement repairs per City standards along the project alignment and place slurry seal entire road width along project alignment at completion of the project.
19. DG trail along Alicante Road needs to be stabilized.
20. Three rail lodge pole fencing has been installed around the entire alignment of the project along the DG trail.

Grading and Civil Specifications

Site Clearing – Section 02230

21. D/B contractor should consult with a professional geotechnical engineer for depth of topsoil removals.
22. Reference as-graded geotechnical report dated February 2011.

Earthwork – Section 02300

23. Reference As-graded geotechnical report dated February 2011.
24. D/B contractor should consult with a professional geotechnical engineer for subgrade recommendations for additional remedial grading or placement of additional select fill as necessary.
25. ASTM D4829 Standard Test Method for Expansion Index of Soils was used for Mass Grading project.
26. D/B contractor to address pavement(s) and improvement subgrade and design sections in bridged fill areas.
27. Light impact equipment should be used when crossing or working over 12" and 24" force mains.
28. D/B contractor to consult with geotechnical engineer for addressing utilities crossing bridged fill areas.

Water Distribution – Section 02510

29. Reference As-graded geotechnical report dated February 2011.
30. D/B contractor shall pay all required meter fees.

31. D/B contractor to consult with geotechnical engineer for addressing utilities crossing bridged fill areas.

Sanitary Sewerage – Section 02530

32. Reference As-graded geotechnical report dated February 2011.
33. D/B contractor shall verify all sewer manhole elevations prior to starting any other work.
34. D/B contractor shall verify all storm drain and force main crossing elevations prior to starting any other work.
35. D/B contractor to consult with geotechnical engineer for addressing utilities crossing bridged fill areas.

Asphalt Concrete Pavement - 02550

36. Reference As-graded geotechnical report dated February 2011.
37. D/B contractor to consult with geotechnical engineer for addressing pavement section and improvement designs in bridged fill areas.
38. D/B contractor should consult with a professional geotechnical engineer to address areas still needing remediation and addressing possible settlement at bridged fill locations.

Cement Concrete Pavement - 02751

39. Reference As-graded geotechnical report dated February 2011 and Mass grading as-builts dated March 2011.
40. Use latest standards and building codes per City standards.
41. D/B contractor to consult with geotechnical engineer for addressing pavement section and improvement designs in bridged fill areas.
42. D/B contractor should consult with a professional geotechnical engineer to address areas still needing remediation and addressing possible settlement at bridged fill locations.

Alga Norte Community Park Landscape Construction Plans (sheets 232-301) Bridging Document Review

Landscape Construction Plans

1. Review Mass Grading as-builts prepared by City dated March 2011 and As-graded geotechnical report prepared by Ninyo & Moore dated February 2011. Take note of locations of remedial grading, select fill placement and bridged fill locations. Not all remedial grading required was completed during mass grading project. Additional remedial grading or revisions to structural sections may be required. D/B contractor should consult with a professional geotechnical engineer to address areas still needing remediation and expansive soils.
2. D/B contractor to address pavement/improvements and subgrade design sections in all areas with professional geotechnical engineer.
3. Grade of the future baseball fields were adjusted (lowered) in order to balance the site during the mass grading project, see as-built topographic survey.
4. D/B contractor should review mass grading plan as-builts for existing storm drains. Storm drains H and G have not been installed. Sections of storm drains E, A-2 and C-5 have also not been installed.
5. **City to verify all irrigation controllers, plants, site furnishings, play equipment, fencing and concrete paving colors/finishes shown on plans still meets City's needs.**
6. Site has existing rodent problem, i.e. gopher mounds throughout site and on slopes. Gophers will need to be eradicated prior to planting.
7. Soil mounds in Dog Park were not built up during mass grading and will need to be constructed by D/B contractor.
8. D/B contractor to address pavement and subgrade design sections for basketball court pavement.
9. Project signage shown on the plans appears out dated, City may want to consider providing a signage allowance for park signage to be determined near the completion of the project.
10. Perimeter fence behind Aquatic Complex bleachers is shown on the western side of the concrete brow ditch at toe of slope (sheet LC-31). Fencing will be in the slope behind the bleachers. D/B contractor to address.
11. The City logo for the monument signs and dedication on the plans may be out dated, City should consider providing a monument sign allowance for monument signs to be determined near the completion of the project.
12. City to verify solar structures and panels are up to date for latest technology and City's preference.
13. Sheet LC-40 has a note referring drainage layout to 'Sketch CSK-3, Addendum #4 and for sand surfacing subdrain refer to detail E, sketch LC-9, Addendum #4.' Provide detail or make this a D/B component.
14. City to verify play equipment still meets City needs.
15. D/B contractor to coordinate Point of Connection for irrigation system from Civil Utility drawings with irrigation drawings.

16. Recycled Irrigation plans still need to be approved and signed by the County.

Landscape and Irrigation Construction Specifications

Irrigation Systems – Section 02810

17. City to verify irrigation controller and system components still meets City needs.

Fencing and Gates – Section 02822

18. City to verify fencing type/finish still meets City needs.

Security Fencing and Gates – Section 02825

19. City to verify fencing type/finish still meets City needs.

Site Furnishings - 02870

20. Use latest standards and building codes.
21. City to verify shade structures type/finish still meets City needs.

Playground Equipment - 02881

22. City to verify play equipment still meets City needs.
23. D/B to provide equipment meets latest codes and standards.

Landscaping - 02900

24. Percolation testing and frequency for tree pits should be addressed. Consider allowance for tree drains, if necessary.
25. Site has existing rodent problem, i.e. gopher mounds throughout site and on slopes. Gophers will need to be eradicated prior to planting.
26. Topsoil management needs to be addressed as large stockpile exists on northern ball field and significant amount of top soil to be generated during initial clearing and grubbing of the site.

DG Surfacing - 02970

27. Re-work and stabilization of existing DG trail on Alicante Road should be included in this contract.

Playground Surface Systems - 02790

28. City to verify colors and product still meet City needs.

Synthetic Turf Surfacing - 02791

29. The specification section is a specified D/B component of the project. City to consider adding this as general statement for the entire project.

Synthetic Turf Subsurface Construction - 02792

30. The specification section is a specified D/B component of the project. City to consider adding this as general statement for the entire project.
31. City to clarify who will be performing geotechnical testing.

Alga Norte Community Park Structural Plans (sheets 145-157) Bridging Document Review

Comments:

Contract Drawings

DWG S2.1 - Corrected

1. Indicates dimensions for Building 1, line C to C.4 = 13'-4" and C.4 to E = 27'-4". This conflicts with plan sheet A1.1 which indicates 15'-4" and 25'-4". Plan sheet A1.1 does not include a grid line A.9.

DWG S2.1 - Corrected

1. Indicates a dimension for Building 1, line D to E = 10'-0". This conflicts with plan sheet A1.1 which indicates 11'-4". Plan sheet S2.1 does not include a grid line D.2.

DWG S2.2 - Corrected

1. Indicates a dimension for Building 2, line C to E = 38'-0 1/2". This conflicts with plan sheet A2.1 which indicates 38'-0".

DWG S2.4 - Corrected

1. Indicates detail 14/S4.3 for the exterior trellis. However, there is no detail 14/S4.3. This should be changed to detail 13 or 15/S4.3.

Details on the steel Erection, Bolting and Welding

DWG S3.2

1. Detail 7 needs to show field or shop welds.
   Corrected
2. Detail 16 shows no grating attachment.
   Not Corrected

3. Detail 19 Handrail embedment not shown on details 17, 18, 19/S3.2.
   Corrected

DWG 10/S4.2

1. Should the beam holes be slotted in order to install because of the hard point and variance of the dimensions & welds to accent the anchor bolt holes that have been slotted.

   Comment not addressed

DWG 10&6/S4.2

1. These are critical points of the roof connections maybe full penetrations or partial penetrations in order to maintain structural integrity a fillet weld on a kinked connection doesn't seem to be approved joint in AWS D1.1 Section 4.0.

   Comment not addressed

2. The identification of weld sizes whether shop or field, code states all welds 5/16" and above must have full time special inspection by a qualify AWS/ CWI, ICC Steel, And City of San Diego certification and must be current.

DWG AS7.2

1. Details of the grating infill need to show attachments on details on DWG AS7.2 #13.
   Comment not addressed

2. Angle deck support not called out.
   Comment not addressed

3. Gate post anchors on AS7.2 consider anchor bolt or welded connection.
   Comment not addressed

New Comments

DWG AS1.1

1. Connections nailing schedule Item # 3 – Review live load/dead load limit on 1X6 subfloor joists

DWG AS1.2

1. Detail # 18 – No schedule for imbed distance from end of sole plate

DWG AS3.2

1. Detail 17,18,19 – No waterproofing on masonry retaining wall
2. Detail 9 – No waterproofing on surge chamber walls

DWG AS4.3

1. Detail 15 – Lag Bolt offset distance on 4X8 sleepers too close

DWG AS4.4

1. Detail 13A & 13 – 2X6 sloped ledger, Review live load/dead load limit with studs at 24" O.C.

Alga Norte Community Park Skate Park Plans (sheets 216-231) Bridging Document Review

Skate Park Plans

1. Review Mass Grading as-builts prepared by City dated March 2011 and As-graded geotechnical report prepared by Ninyo & Moore dated February 2011.
2. Shallow groundwater was encountered along the eastern, southern borders and skate park berm of the park below original grade (prior to mass grading project).
3. D/B contractor should consult with professional geotechnical engineer to determine if relief drains for skate park bowels are necessary.
4. D/B contractor should review control files by Mass Grading contractor surveyor Masson & Associates.
5. D/B contractor is responsible for performing own topographic survey to verify grades. Import of fill material may be required.
6. D/B contractor should verify elevation top of 72" storm drain to be located under skate park.
7. D/B contractor to address 6" storm drain discharge point at the Skate Park Bowl extending west. The drain appears to connect to SD "K", but no POC or IE information is provided. Take careful note of HGL at tie-in location.

Skate Park Specifications

Earthwork Skate Park – Section 02200

8. D/B contractor to verify elevation of existing 72-inch storm drain.
9. D/B contractor should consult with a professional geotechnical engineer for subgrade recommendations.
10. Reference as-graded geotechnical report dated February 2011 for stabilizing rock fill placed below the skate park berm.

Subgrade Preparation Skate Park – Section 02330

11. Reference As-graded geotechnical report dated February 2011.

Cast-in-Place Concrete Skate Park - 03310

12. Reference As-graded geotechnical report dated February 2011.
13. Use latest standards and building codes per City standards.

Shotcrete Skate Park - 03370

14. Reference As-graded geotechnical report dated February 2011.
15. Use latest standards and building codes.

Metal Fabrications Skate Park - 05510

16. **<u>Owner to specify materials and finish for exposed steel pipe coping – should be stainless steel or galvanized, specifications currently specify painted steel.</u>**
17. Use latest standards and building codes.

Ornamental Metals Skate Park - 05710

18. **<u>Owner to specify materials and finish for fencing materals.</u>**

Painting Skate Park - 09910

19. **<u>Owner to specify materials and finish for exposed steel pipe coping – should be stainless steel or galvanized, specifications currently specify painted steel.</u>**

HonourGroup

General Building Contractor
Construction Management
Lic# 613752

Memorandum

To: **Dudek & Associates, Inc.**

Date: February 23, 2007
Tel: 760-744-4578
Fax: 760-744-4570

Attn: **George Litzinger**

From: **Eric Honour**

Cell: 760-889-7429
Email: eric@honourgroup.us

Proj: Alga Norte Community Park
Plan Review Comments

Message:

Per your request, we have we have undertaken a review of the contract plans for the subject project in an effort to identify potential plan or logistical discrepancies and apply standard construction means and methods to the work indicated. Check for action on listed items 11-2-11. Action shown in red.

After careful review and consideration, we offer the following comments:

1. AS7.4 indicates steel fence and gates which occur between buildings 1, 2, 3 and 4. The referenced details, 18 & 19/AS7.3 illustrate a mounting bolt on the inside face of the tube steel tube and state: "Anchor Bolt Per Structural". No information regarding this work found on the structural plans, including bolt size or spacing. The referenced details indicate the mounting bolt is located inside the steel tube. In order to install a bolt in this way, a hole larger than the bolt and washer would need to be drilled or cut in the outside wall of the tube and then patched in the field after installation of the tube. There is no reference on the plans regarding access to this bolt or patching of the steel tube. Detailing not complete. Some access holes shown in some detail but not others.

2. AT2.2 indicates emergency egress for Building 2. It appears that the doors for rooms 213 and 214 swing against the designated path of egress. This conflicts with the egress requirements indicated on plan sheet AT3.1 …Exits… Note# 5. No change required due to room occupancy load.

3. AS3.1 indicates that the acoustic ceiling height in the Snack Bar 609 is 10'-0" aff and the bottom of truss is also 10'-0" aff. Plan sheet E4.1 indicates two 2x4 light fixtures located in Room 609. It appears that there is insufficient space between the bottom of truss and the acoustic ceiling grid to accommodate the light fixtures. No electrical plans to check.

4. A2.6 indicates the bottom of truss for Building 2 is 11'-0" aff. Plan sheet A2.3 indicates that most of the acoustic ceiling is at 10'-0" aff. Plan sheet M2.1 indicates that most of the HVAC ducts are at least 14" high. It appears that there is insufficient space between the bottom of truss and the acoustic ceiling to accommodate the HVAC ducts. Not corrected.

5. A1.3 indicates two 30" x 30" access panel in the ceilings of Rooms 108 and 109. Plan sheet S2.1 indicates roof trusses at 24" o/c. There is no structural detail indicating the framing for this 30" opening. Corrected.

Continued

6. A3.1a. indicates a mezzanine located over Rooms 309b., 311 & 311a. which is accessible through a 30"x30" ceiling access panel. The location of the access panel shown on A3.1a conflicts with the location indicated on A3.3. Either location conflicts with other components including the roof access ladders and EF 3-7 & 3-8 shown on M3.1. The mezzanine deck framing consists of 2x12 at 16" o/c. There is no structural detail indicating the framing for this 30" opening. Not corrected.

7. A3.6a indicates two round ducts occurring within the roof trusses located in Room 301. This detail implies that the two main ducts occur on either side of the ridge line. However this conflicts with M3.1 which indicates a single main duct located near the middle of the room with branch ducts to ceiling diffusers on both side of the ridge line. It appears that there is insufficient space to accommodate the duct above the ceiling. Corrected.

8. S2.1 indicates dimensions for Building 1, line C to C.4 = 13'-4" and C.4 to E = 27'-4". This conflicts with plan sheet A1.1 which indicates 15'-4" and 25'-4". Plan sheet A1.1 does not include a grid line A.9. Corrected.

9. S2.1 indicates a dimension for Building 1, line D to E = 10'-0". This conflicts with plan sheet A1.1 which indicates 11'-4". Plan sheet S2.1 does not include a grid line D.2. Corrected.

10. S2.2 indicates a dimension for Building 2, line C to E = 38'-0 1/2". This conflicts with plan sheet A2.1 which indicates 38'-0". Corrected.

11. FS-2.1 indicates a mop sink and floor drain located near grid lines E/5. The plumbing plans do not show water or sewer available at this location. No FS plans to check.

12. FS-2.1 indicates floor sinks for specific equipment locations in the Kitchen. The locations and quantity of these floor drains conflict with those indicated on plan sheet P4.1. No FS plans to check.

13. FS-2.1 indicates floor drains located in the Kitchen. These locations do not match the locations indicated on plan sheet P4.1. No FS plans to check.

14. FS-1.1 indicates a ¾" gas service to item# 68 "Broiler". The plumbing plans do not provide gas service to this area. No FS plans to check.

15. FS1.1 indicates several gas safety shut off valves located within the building. These valves are not included in the plumbing plans. No FS plans to check.

16. P4.1 shows the elevation of Building 6 at 129.00FF. Plan sheet C10 indicates 128.40FF. Not corrected.

17. P4.1 shows the elevation of Building 7 at 155.50FF. Plan sheet C5 indicates 155.00FF. Corrected.

18. P5.1 shows the S/E corner of Building 1, (Mens & Women) at 149.00FF. Plan sheet C6 indicates 148.50FF. Corrected.

Continued

19. P1.1 shows the invert elevation for the roof drain connection from Building 1 to site piping is 148.50. This is too high for the finish grade in this area. Per plan sheet C6, FG = 147.70+/-. Corrected.

20. 2/P5.1 shows waste piping extending through the north wall of Room 104 in Building 1. The note states "See P1.1". There is no reference to this pipe extension on P1.1. Additionally, the detail indicates an IE of 146.00 at the footing with at note stating "sleeve waste line below structural footing". Per 12/S1.1 the IE must be at least 145.00 to comply with note. Not corrected.

21. C5 shows a 6" storm drain at the Skate Park Bowl extending north with and IE of 147.00 at the apparent discharge point. The TG elevation at the drain is 142.99 per 12/SP-3.3. This would cause water to flow into the bowl. The drains in the other bowls appear to connect to SD "K", but no POC or IE information is provided. Civil plans checked by others.

22. C16 water note 11 states that a minimum of 10' spacing is required between potable water and sewer lines. This conflicts with the locations for water and sewer in Buildings 2 and 3 per P2.1 and P3.1. . Civil plans checked by others.

23. C17 shows an IE of 143.00 at the Building 1 sewer connection. P1.1 indicates the IE is 146.00. . Civil plans checked by others.

24. C17 shows the TG elevation for the 6" roof drain/storm drain connection south of Building 1 is 148.70. This conflicts with the FF elevation of Building 1 per C6, (148.50). . Civil plans checked by others.

25. C19 and C21 show significant portions of the sewer and storm drain piping is designed with less then 2% fall. In some areas the slope of pipe is .005%, (1/16" per foot). The industry standard minimum slope for these piping systems is 2%. This lack of minimum slope reduces the velocity of the liquid in the pipe resulting in frequent sediment build up and potential pipe blockage. . Civil plans checked by others.

26. LC13 shows a wheel chair ramp located near the baseball fields. The details refer to the civil plans for top of wall elevations. The civil plans do not include the required elevation information. . Civil plans checked by others.

27. DP-1 shows the elevation for the 18" SD TG at the N/E corner of the Competition Pool is 149.95. C6 shows this TG at 149.00. Also, the *18"* SD piping shown on the north and east sides of the Competition Pool is 30" diameter per C17. . Civil plans checked by others.

28. DP-1 note states: *"P.O.C. to 8" SS with Running Trap. See Sheet C10.0"* in two locations. C10 is the grading plan for the S/E corner of the site and is apparently not the correct reference. C17-Utility Plan does not indicate these two connections. . Civil plans checked by others.

29. The plans and specification refer to the geotechnical report numerous times for specific items such as concrete base material, treatment of structure subgrade, suitability of onsite soil for re-use, etc. The specifications do not contain the geotechnical report. Soils report checked by others.

Continued

30. A1.1 indicates detail 05/AS7.3 for the fence detail. It appears that the correct detail reference should be 05/AS7.4. Corrected.

31. S2.4 indicates detail 14/S4.3 for the exterior trellis. However, there is no detail 14/S4.3. This should be changed to detail 13 or 15/S4.3. Corrected.

32. The Landscape Architect's stamp on the plans is expired. Landscape plans checked by others.

33. The Structural Engineer's stamp on the plans is expired. Not corrected.

34. T-3, Notice to Contractor-Playground Area. Typo in second paragraph, change Chula Vista to Carlsbad. Title pages checked by others.

35. Specification Section 02200-1.6 Earthwork-Skate Park states that all soils testing, except for chemical or agricultural suitability, shall be paid by the Contractor. This conflicts with section 01450-1.10 Testing Laboratory Services, which indicates that the Owner will pay for soils testing. Grading specs checked by others.

36. Specification Section 10416, 1.2 A-Wall Clocks states: "Provide…Radio Controlled Atomic Clocks…as located on the drawings…". The plans do not include any reference to these clocks, including location and/or quantity. Grading specs checked by others.

37. A review of the Contractor's Proposal form included in the City of Carlsbad Contract Documents and Supplemental Provisions section of the specification book indicates a unit price bid schedule. However, it appears to be for a different project. The schedule is broken down into two segments, Schedule "A" Road Improvements and Schedule "B" Leucadia Sewerline. Both schedules include items not found on this project and neither schedule includes the buildings or site improvements indicated on the plans Grading specs checked by others.

38. A review of the Project Specification-Table of Contents indicates several specification sections in divisions 2, 3, 5 & 9 that are apparently related to the Skate Park exclusively. In some cases such as earthwork, there is a section for the Skate Park, 02200, and another section presumably for all other areas within the project, 02300. In this case, it appears that there is duplication of requirements within the two sections as well as conflicts. In other cases, such as 03310 Cast in Place Concrete-Skate Park, there is no other section for the other CIP concrete required on the project. There are also two painting sections included, both have the same section number, 09900. TOC checked by others.

39. The suitability of the onsite soils for re-use onsite is not clearly defined. Section 8.1.6. of the soils report, (Ninyo & Moore dated 6-14-06), states: *"On-site soils with an organic content of less then 3% by volume, (or 1% by weight), are suitable for use as fill."* . Appendix C, Figure C-7 of the report indicates that the existing onsite soil encountered at TP-7 and TP-10 has an expansion index of 130 & 108 and is considered to have a "high" expansion potential. The only other expansion test result for existing onsite soil is found in Appendix D, Figure B-7 which indicates an expansion index of 78-Medium for B-2. Based on this information, it appears that some or all of the onsite soil is not suitable for re-use onsite. Soils report checked by others.

Continued

40. The Remedial Grading plans state: *"Alluvium in structural areas will be removed to a depth of 12 feet from bottom of structure, or within 5 feet of ground water."*. The test borings for the soils report were performed almost 5 years ago. These borings only show two isolated pockets of ground water throughout the entire site. The current report indicates isolated ground water at TP-12. Because the limits of remedial grading are based in part on the ground water level, the overall scope of work is subject to change due to the actual ground water level at the time of construction. The current ground water level for all areas of remedial grading should be verified prior to the project bid and the limits of grading clearly defined. Soils report checked by others.

41. C-1 indicates the estimated quantities of earthwork for the project. Presuming that all of the existing onsite soil is suitable for reuse, it appears that there will be a surplus of approximately 31,000 cy of soil which would require export from the site. Section 8.1.3. of the soils report recommends placement of soil, (with expansion index less then 50), *"in structural areas on the site to a depth of 3 feet below the bottom of foundations or pool shells…"*. Based on the soil test results, (see item 39 above), it appears that none of the existing onsite soil would satisfy this expansion index requirement. The extent of import and/or export of soils is not clearly defined. Soils report checked by others.

42. Section 8.7, Table 2 of the soils report recommends using 4 inches of asphalt concrete over 11 inches of Class II base for the Access Roads and 3 inches of asphalt concrete over 10 inches of Class II base for the Parking areas. This conflicts with the grading plans which indicate 3 inches of asphalt concrete over 7 inches of Class II base for the Access Roads and 3 inches of asphalt concrete over 6 inches of base for the Parking areas. Soils report checked by others.

43. Section 8.4 of the soils report recommends using a subdrain to relieve potential hydrostatic pressure at retaining walls, (Fig 4). The retaining walls indicated on Plan sheet LC-13 do not include a subdrain. Soils report checked by others.

44. Specification section 02881-Playground Equipment appears to be a specification template that has not been completed. There is no information or reference in the specification regarding the specific playground equipment indicated on the plans. Playground equipment checked by others.

45. Regarding substitutions of proprietary items, specification section 02875-Site Pre-Engineered Shelter Structure, paragraph 2.2.2 states: *"Substitutions must be approved 10 days prior to the bid. All approved manufacturers shall be notified in writing before the bid date and shall not be allowed to bid without written certification."*. Numerous proprietary specifications are found throughout the landscape plans and specifications, including: Resilient Surfacing at Play Areas, Playground Equipment, Playground Equipment Certification, Shade Structures, Pre-cast Concrete Items, Dog Park Accessories, Baseball Accessories, Basketball Accessories, Water Slide, etc Proprietary specifications checked by others.

46. The landscape construction plans indicate several types of concrete paving of variable thickness. The limits of the individual areas of paving type and thickness are not clearly defined. The graphic legend on all pages appears faded and difficult to read. Landscape plans checked by others. Landscape plans checked by others.

Continued

47. LC-10 & 11 shows the Landscape Construction-Material & Finish Schedule on sheet LC-10. The right column states: *"See Project Specs"* for every item. Contrary to the note, it appears that some of these items do not have a corresponding specification section. The items are:

22. Basketball Standard (added)
23. Basketball Rim (added)
24. Basketball Backboard (added)
25. Basketball Surfacing(added)
29. Baseball Bleachers (not added)
50. Flagpole(added)
51. Aquatics Complex Bleachers (checked by others)
52. Skate Edge Prevention Treatment (checked by others)
53. Tree Grate (checked by others)
54. Palm Grate (checked by others)
55. DG Infield Mix (checked by others)
56. DG Warning Track Mix (checked by others)
57-59 Landscape Boulders (checked by others)

48. DP-1 & DP-2 do not include any information on concrete paving thickness. These plans checked by others.

49. DP-1 & DP-2 show "Enhanced Paving" between Building 2 and the Wet Play area. The limits and locations of each type of paving are not clearly defined. Provide dimensions and radius. These plans checked by others.

50. DP-1 shows "Enhanced Paving" running through the lobby and courtyard of Building 2. A2.1 does not indicate any enhanced paving within the building. These plans checked by others.

51. DP-2 stairs to waterslide area has a low spot with no apparent drainage, (154.05). These plans checked by others.

52. DP-2 shows an 18" high Seat Wall near the Therapy Pool and Continuous River. There is no reference to these items on LC-3 & 4. These plans checked by others.

53. WP-1 shows an 18" wide x 15" tall seat Wall at edge of Wet Play. No detail is provided. These plans checked by others.

54. 7/WP-3 shows a CIP concrete "Balance Tank" for the Wet Play area. The detail indicates the top of the tank is flush with the surrounding paving. DP-2 shows this tank located in the enhanced paving area and the referenced detail does not indicate colored concrete for the top of the CIP tank. These plans checked by others.

55. 8/WP-3 shows suction piping at the Wet Play main drain. WP-2 shows this pipe as a gravity drain with 1% slope to the Gutter Outlet. These plans checked by others.

WP-2 shows a 4" Booster Pump Return and 4" Suction for the Wet Play area. MR-1 shows these pipes as 3". These plans checked by others.

If you have any questions, please contact me.
Thank You,
HonourGroup
Eric Honour

Continued

1. Most specification sections refer to Related Documents: *"General provisions including general and supplemental conditions and Division 1 specification sections apply to this section."* There are no General Provisions included in the specification book. This statement should be deleted from all specifications.

2. Section 06100 Rough Carpentry is included twice in the specifications.

3. Section 09100 Metal Support Systems is included twice in the specifications.

4. Section 09220 Plaster. No minimum duration specified for plaster cure.

5. Section 09260 Gypsum Assemblies is included twice in the specifications.

6. Section 09661Grafitti Coatings is included twice in the specifications.

7. Section 10505 is titled Metal Lockers, however the specified lockers are solid phenolic.

8. Section 10165Toilet Partitions is included twice in the specifications.

9. Section 10525 High Security Key Boxes is included twice in the specifications.

DUDEK

800.450.1818 | HELLO@DUDEK.COM
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GRIFFIN STRUCTURES

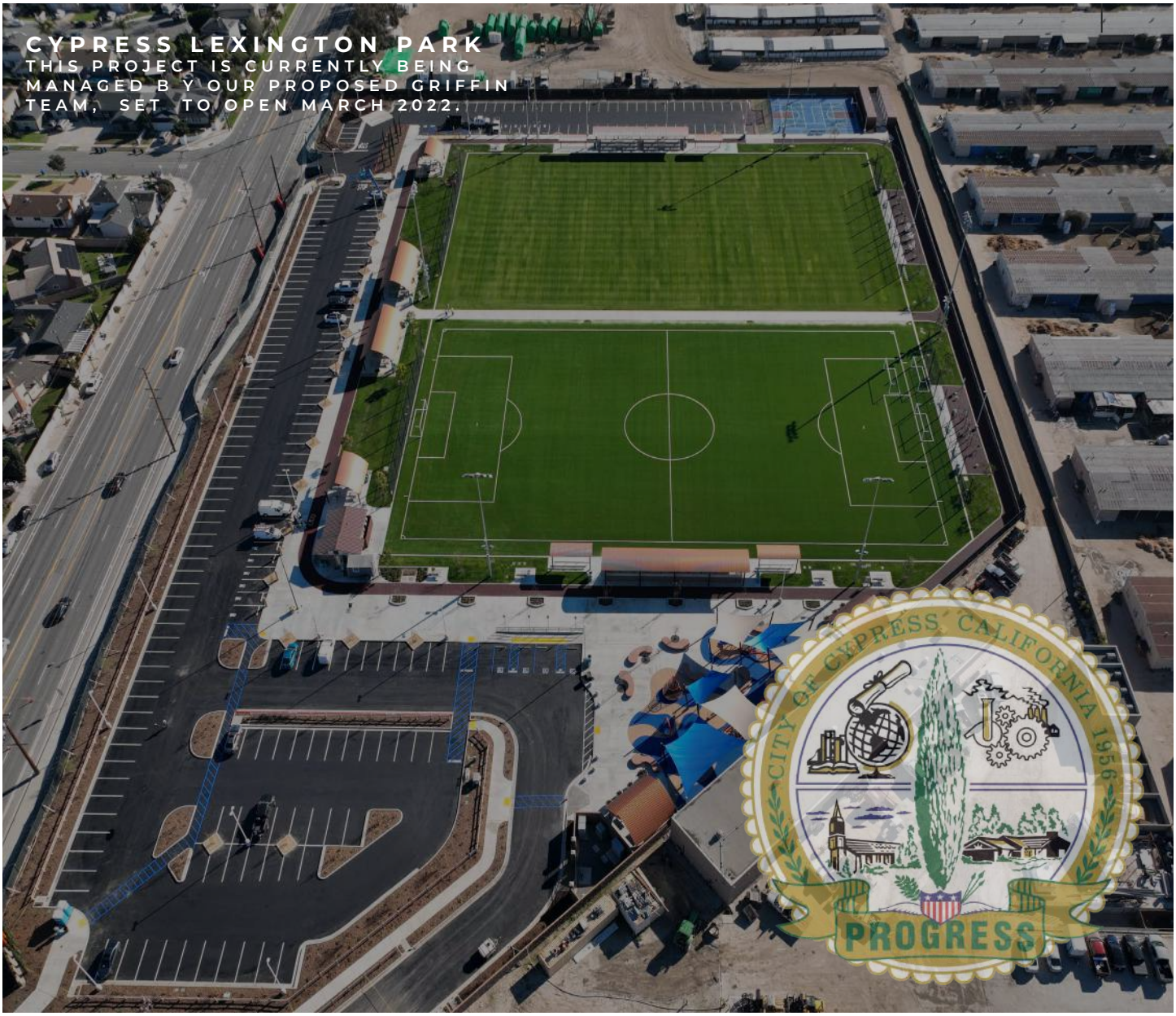
FEBRUARY 25, 2022

CITY OF CYPRESS

Construction Management for the
Arnold Cypress Park Rehabilitation



ESENCIA SPORTS PARK



Project

Arnold Cypress Park Rehabilitation

Submitted By

Griffin Structures

Date of Submittal

February 25, 2022

Proposal Contact

Jon Hughes
Principal-In-Charge & Executive Vice President of Operations
P: (949) 497-9000 x208
jhughes@griffinstructures.com

February 25, 2022

City of Cypress
5275 Orange Avenue
Cypress, CA 90630

RE: Request for Proposal for Construction Management Services for the Arnold Cypress Park Rehabilitation project

Dear Mr. Mangkalakiri and Evaluation Team,

As Griffin Structures celebrates 41 years of providing award-winning Program and Construction Management (PMCM) services, we are pleased to submit our proposal to the City for the Arnold Cypress Park Rehabilitation project. As you will discover within our proposal, our demonstrated team is uniquely qualified to deliver this particular project given our extensive active-use sports park portfolio, City knowledge and past teaming experience, local presence, a wealth of internal resources, and public agency expertise.

We offer a diverse team of seasoned parks experts to the City, led by long-time City partner and Construction Manager Robert Echavarria. Formally trained in landscape architecture and has completed many of the state's largest active-use sports parks and recreational facilities. Robert Echavarria will lead this project from Design Document Review, through construction, and turnover, supported by a wealth of parks experts as we navigate throughout the project. Our project support team includes Lance Solomon, who successfully managed the $52M Lake Forest Sports Park project, Robert Godfrey, who has managed (along with Robert Echavarria) over 14 The Trust for Public Land park projects valued in excess of $25M, and Cody Roth, who collaboratively delivered the $20M Esencia Sports Park project along with many of our proposed team members.

Our portfolio features the City of Cypress' Lexington Park project approaching completion in March 2022, as well as the Mackay Park and Community Center. These projects granted our team the unique opportunity to develop a deep understanding of the City, your culture, and your approach to project management, which we will harness to exceed the City's expectations for this project.

TO SUMMARIZE, WE OFFER THE FOLLOWING KEY BENEFITS:

- A project team with unparalleled experience in your exact project type, ranging in value from >$5 million to over $110 million publicly funded dollars.
- A project team with extensive active-use sports parks, and public sector experience.
- A collaborative, streamlined project delivery process to ultimately reduce your administrative costs and ensure timely delivery.

Griffin Structures takes great pride in providing both competitive pricing and highly qualified personnel and goes to great measures to ask, "What is our true value-added proposition to the City of Cypress?". The answer to this question is our people. We bring a higher caliber of Project and Construction Manager to our clients - one that is trained as a builder but thinks like an owner. Our people offer creative delivery options, solutions-based recommendations, and a true perspective of ownership that our competitors do not possess. For this reason, we are able to provide a single point of contact at a senior level that is capable of delivering enhanced services at a competitive rate. This is our differentiator, and the meaning behind the Griffin Structures pledge to provide *excellence in project delivery.*

Jon Hughes, Principal-In-Charge & Executive Vice President of Operations
P: (949) 497-9000 x208 | E: jhughes@griffinstructures.com



STRATEGIC CONSIDERATIONS

Griffin Structures goes to great lengths to research and understand the challenges and opportunities for every pursuit. As a result of this effort, we have prepared the following strategic considerations to demonstrate our approach and illustrate the value we offer. These considerations are prepared in a question-and-answer format for ease of reading.

Question: How will the Construction Management team ensure this project is delivered on time?

Answer: In our opinion, achieving timely delivery is one of the most critical aspects of this project. To do so, Griffin will employ a few essential management tools:

Offer timely response to all issues and questions: No other project component has a more significant potential to cause delays than poor communication. Therefore, timely response to submittals, RFIs, and quick resolution of field issues will be paramount for this project. In preparation for the 2022 NFL Super Bowl, Griffin Structures managed the timely completion of the City of Inglewood's Emergency Operations Center – a critical aspect of the event's safety operations. Due to our timely response to all issues, foresight, and experience managing aggressive schedules, we completed this project just in time for the event.

Long Lead Procurement: Long lead procurement oversight will be critical for this project. Any potential materials (specifically site lighting) will need to be forecasted early, prior to construction. In addition, a detailed procurement schedule will need to be produced to efficiently ensure the Contractor has properly identified those items that could impact the schedule.

Operations and Maintenance: Griffin recognizes that the turnover must be as equally efficient as the construction with a project such as this. Therefore, we will engage City maintenance crews early on in the process to ensure the turnover is seamless and efficient.



Question: How can the City be assured the project budget is maintained and that all project costs are properly managed?

Answer: Based on our experience with projects of this type and our experience working with the City of Cypress, Griffin is confident we can provide the highest level of financial oversight to the City. This will be achieved by managing and avoiding changes before they occur, providing guidance on systems and specifications that may be customized and/or above industry standard price, strict enforcement of the contract as it relates to Contractor change orders, and proactive issues resolution to allow for the efficient deployment of work in the field. Together, these mitigation efforts will ensure the City's budget and the constituents' resources are properly managed.

Question: How might the condition of the existing utilities impact the project, and how can the City rest assured utilities have been properly marked?

Answer: Due to the age of the park site, the plans and the City's "as-built" plans may not adequately identify or locate all existing underground utilities, potential abandoned lines, or structures that may exist. Though the plans place the responsibility on the Contractor to locate and mitigate these potential unknown items, change orders may be required when the extent of the additionally required work is determined. The City may consider a contingency bid item or initiate "potholing" before construction to avoid additional costs and potential delays to the project schedule. Should the City wish to pursue this approach, Griffin Structures is prepared to oversee and facilitate this effort and support the Design Team in the inclusion of this information into the plans and specifications.

Question: Given the park's proximity to the surrounding neighborhood, what strategies might the City employ to mitigate impacts to the community?

Answer: The local community will be losing the use of this park until completion. Therefore, communication with the adjacent residents must be a priority throughout the construction process. Griffin Structures will establish a communication process for neighbors to register concerns and receive proactive notices of specific site activities that may interfere with their neighborhood activities. Additionally, our Construction Manager is ready to act as the front line in communicating with local residents daily on behalf of the City.

WHY GRIFFIN STRUCTURES?

- 40+ YEARS OF PUBLIC SECTOR EXPERIENCE
- UNPARALLELED ACTIVE-USE SPORTS PARK PORTFOLIO
- COMPLETED PARKS VALUED IN EXCESS OF $10M
- HANDS-ON EXPERIENCE WITH THE CITY
- STELLAR REPUTATION FOR TIMELY DELIVERY ON BUDGET
- IN-HOUSE PARKS, ESTIMATING & OUTREACH EXPERTS



LAKE FOREST SPORTS PARK & RECREATION CENTER

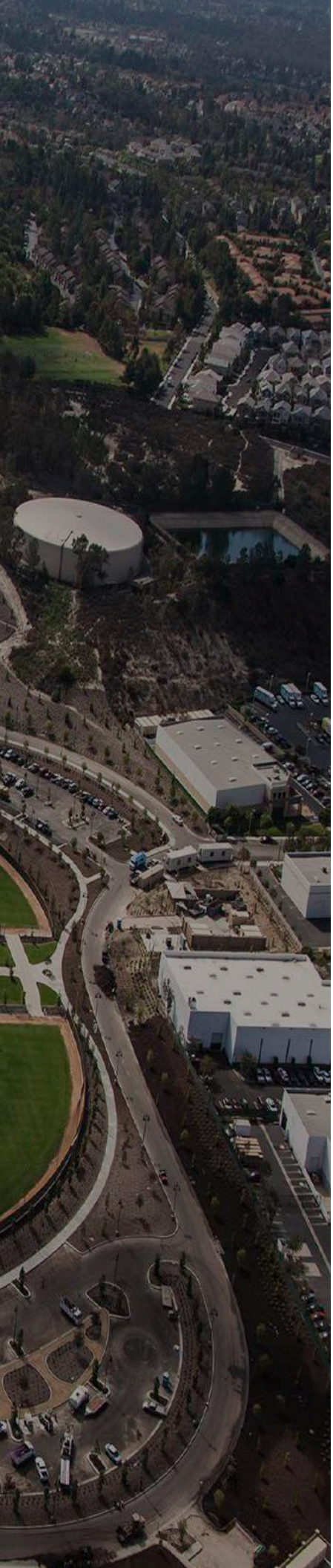


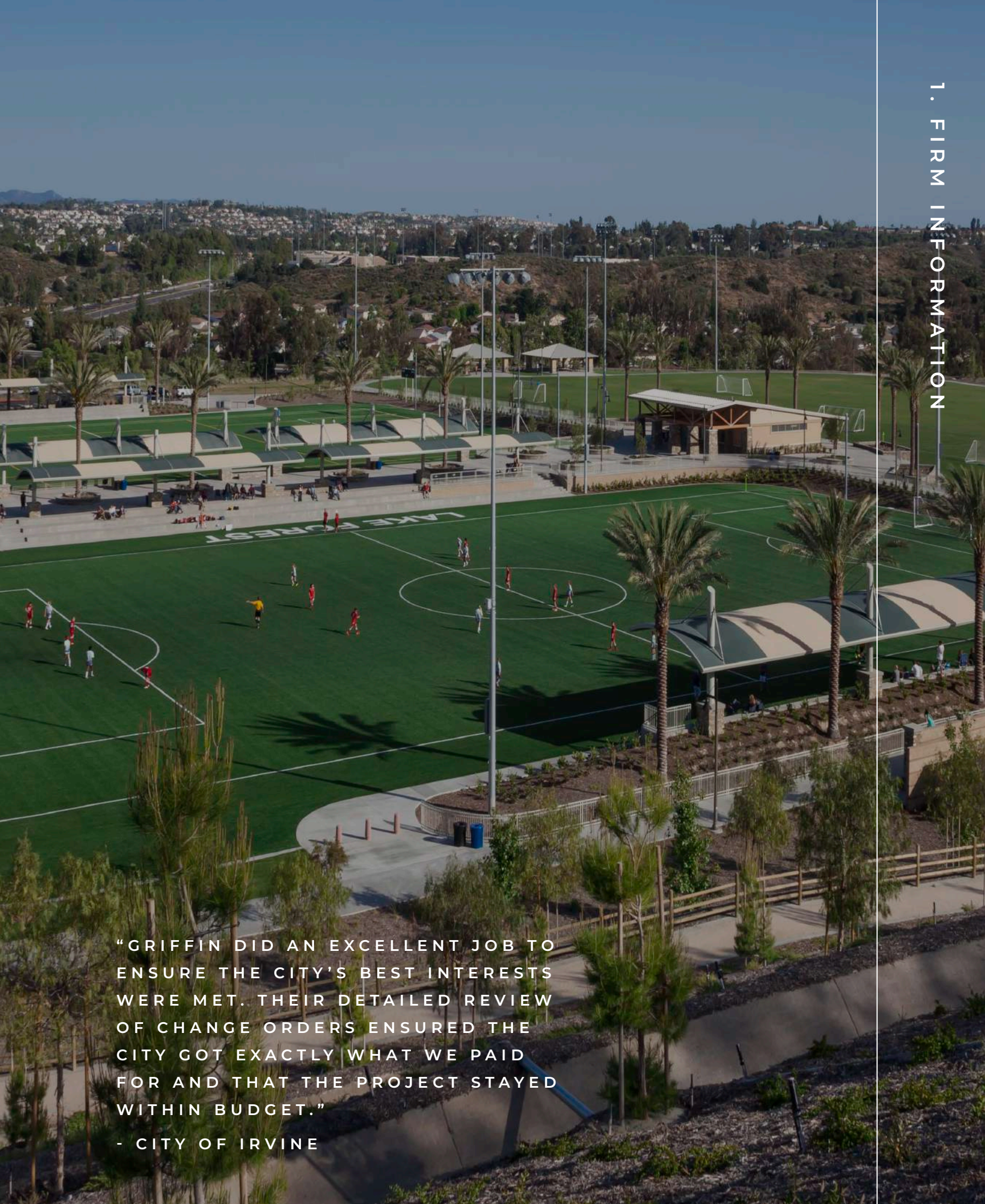
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CONFIDENTIAL

California Civil Code § 3426.1 (d); California Evidence Code section 1040 and 1060; California Government Code section 6254(k); Freedom of Information Act, 5 U.S.C. § 552(b)(4)

DO NOT RELEASE WITHOUT GRIFFIN STRUCTURES' CONSENT AND REDACTIONS



"GRIFFIN DID AN EXCELLENT JOB TO ENSURE THE CITY'S BEST INTERESTS WERE MET. THEIR DETAILED REVIEW OF CHANGE ORDERS ENSURED THE CITY GOT EXACTLY WHAT WE PAID FOR AND THAT THE PROJECT STAYED WITHIN BUDGET."

- CITY OF IRVINE

EXCELLENCE IN PROJECT DELIVERY

Griffin Structures is a diversified Program, Project, and Construction Management/Owners Representative firm serving public, private, non-profit, and institutional sectors. Our mission is to deliver unparalleled service that not only unlocks revolutionary discoveries but allows clients to achieve their immediate and future goals to enrich the lives of the people they serve.

A unique aspect of our firm is our deep roots and vast portfolio in parks management from programming to construction completion.

The public, private, and non-profit active-use sports parks project experience of our team is unparalleled. In this proposal, you'll also notice a





REPRESENTATIVE PARKS EXPERIENCE

Cypress Lexington Park
Cypress Mackay Park
The Trust for Public (TPL) Projects
Esencia Sports Park
Rialto Frisbie Park Expansion
Quincy Jones Green Alley Network
Zamora Park
Bicentennial Park
Watts Serenity Park
Rudolph Park
Central Jeff. High Green Alley Network
Bradley Plaza Green Alley Network
Patton Street Park & Garden
Avalon Green Alley Network
Madison Ave Park & Community Garden
South Victoria Avenue Park
Benito Juarez Park

LA River & Aliso Creek Confluence Park
Carlton Way Pocket Park
Burlingame Washington Park
Lake Forest Sports Park & Rec. Center
Marina Park Community & Sailing Center
Silverlakes Equestrian & Sports Park
South Gate Urban Orchard Park
Brea Sports Park
Watsonville Ramsay Park
Vernola Park & Community Center
Westminster Buckingham Park
Westminster Sigler Park
Westminster Magnolia Street Park
Westminster Russell C. Paris Park
Westminster Liberty Park
LANLT, Wishing Tree Park
Quail Hill CC & Nature Preserve

Yorba Linda Adventure Playground & Park
Rancho Santa Margarita Civic Center Park
RPV Ladera Linda CC & Park
Carlsbad Pine Ave CC & Gardens
Delhi CC & Community Park
Half Moon Bay Carter Park
Hesperia Civic Plaza Park
Santa Ana Parks & Rec On-Call Parks
Fullerton Hillcrest Park
Dixon Hall Memorial Park
Tustin Peppertree Park
Glass Creek Park
Summerwind Sports Park
Heal the Bay McKinley Place Park
San Leandro Shoreline Park
Nevada PLMA Trails & Parks Program
Rancho Cucamonga Sports Center



Our portfolio features the City's Lexington Park project approaching completion March 2022, Mackay Park, and Community Center. These projects have granted our team the unique opportunity to develop a deep understanding of the City, your culture, and approach to project and construction management.

Marguerite Aquatics Center
Lawndale Community Center
Seal Beach Aquatics Center
Great Park Ice & FivePoint Arena
San Bruno Recreation & Aquatics Center
Mtn View Rengstorff Park Aquatic Center
Piedmont Aquatic Center
East Bay RPD Aquatic Center
Terra Lago Community Recreation Center
El Centro Dr MLK Sports Pavilion
College Park Aquatic & Recreation Center
Fullerton Tennis Center Pavilion
Lompoc Sports Complex
San Dimas Swim & Racquet Club
PLMA Trails & Parks
Henderson Union Pacific Railroad Trail
Las Vegas Regional Trails & Trailheads



THE PROJECT TEAM WILL BE MANAGED BY:

- Roger Torriero, Principal-In-Charge, and Jon Hughes, Project Executive, providing oversight to;
- Robert Echavarria, Construction Manager, utilizing his parks expertise, formal landscape architecture knowledge, and City experience to deliver a successful project supported by;
- Griffin Structures Project Resource team inclusive of Lance Solomon, Front-End Document Specialist, Cody Roth, Code Compliance Specialist, Robert Godfrey, Constructability Review Specialist, and Jay Helekar, Cost Estimator;
- Aron Taylor and Matthew Farrington with GMU for Special Inspections & Testing

With certifications from the Design-Build Institute of America (DBIA), Construction Management Association of America (CCM), and the U.S. Green Building Council (LEED AP), Griffin Structures employees are trained as Owner's Representatives, are experienced and highly trained to provide exceptional services to our Clients.







Roger Torriero
Principal-In-Charge



Jon Hughes
CCM, DBIA
Project Executive



Robert Echavarria
CCM
Construction Manager

PROJECT SUPPORT



Lance Solomon, CCM
Front-End Document Specialist



Cody Roth
Code Compliance Specialist



Robert Godfrey, CCM
Constructability Review Specialist



Jay Helekar, LEED AP
Cost Estimator

SUBCONSULTANTS

GMU Geotechnical
Special Inspections + Testing



"GRIFFIN STRUCTURES PROVIDES HIGH QUALITY CONSTRUCTION MANAGEMENT AND INCREASED OUR CAPACITY TO OVERSEE MULTIPLE COMPLEX PROJECTS SIMULTANEOUSLY. THEY ARE COLLABORATIVE, DETAIL ORIENTED AND READILY AVAILABLE WHENEVER THERE IS AN ISSUE ON A CONSTRUCTION SITE."

- THE TRUST FOR PUBLIC LAND

Lexington Park

CYPRESS, CA

The proposed park is located at the southeast corner of Lexington Avenue and Cerritos Avenue in the City of Cypress. The property is a trapezoidal shaped parcel with an approximate area of nine acres, approximately 720 feet by 550 feet.

Once completed, the project will feature both natural and synthetic turf fields, multi-use courts, child and tot play areas, exercise stations, picnic shelters, maintenance and storage areas, bleachers, and associated amenities

The proposed sports park is bounded by commercial uses to the west, horse stables to the south, a preschool and residential housing to the north, and stables and miscellaneous equipment and facilities associated with the Los Alamitos Race.

This project is currently being managed by Robert Echavarria.

VALUE

$13,200,000

SIZE

9 Acres

RELEVANCY

<$10M; Active-Use Sports Park; Public Project

REFERENCE

City of Cypress
Jeff Draper
Director of Recreation and Community Services
(714) 229-6785
jdraper@cypressca.org







Esencia Sports Park

LADERA RANCH, CA

Designed to fit into a tiered landscape concept, Esencia Sports Park is a 30-acre multi athletic park site in one of Rancho Mission Viejo's newest communities.

The lower park site encompasses two lighted baseball fields and one lighted softball field with supporting amenities, including covered dugouts, attached bullpens and soft toss cages, tiered concrete spectator seating, batting cages and scoreboards. A lighted multi-use soccer field with tiered concrete spectator seating and a 1,500 SF concession/restroom building and leisure pool support the team sports uses.

The lower park also includes a children's tot lot and play features. The upper park site encompasses two lighted tennis courts, two lighted pickleball courts, a swimming pool with three swim lanes, splash pad, and a 1,500 SF pool building with barbecues, fire pits, and cabanas.

This project was managed by Robert Echavarria with support from Lance Solomon and Cody Roth.

VALUE
$20,000,000

SIZE
30 Acres

RELEVANCY
<$10M; Active-Use Sports Park; Public Project

REFERENCE
Rancho Mission Viejo Co
Bill Sadler
Construction Manager
(562) 221-9779
bsadler@ranchomv.com







The Trust for Public Land (14+) Parks

LOS ANGELES COUNTY, CA

We are currently serving as Project/ Construction Manager for two projects for The Trust for Public Land (TPL). A national non-profit organization founded in 1972, TPL and its Parks for People Program work with communities to protect and create close-to-home parks, particularly in and near cities where 80% of Americans live. Extensive community engagement helps identify specific community recreational needs. Parks are designed to be ecologically sensitive and minimize maintenance costs. Parks include:

Monitor Avenue Park
Bradley Plaza & Green Alleys
Benito Juarez Park
Patton Street Park
Carlton Way Pocket Park
LA River & Aliso Creek Confluence Park
Madison Avenue Park
Rudolph Park
South Victoria Park
Bicentennial Park
Zamora Park
Quincy Jones Park
Central Jefferson High School Park

VALUE
$25,260,000

SIZE
<30 Acres

RELEVANCY
<$10M; Active-Use Sports Park; Public Project

REFERENCE
The Trust for Public Land
Robin Mark
Program Manager
(310) 770-6499
robin.mark@tpl.org

These projects have been, and are currently managed by, Robert Godfrey and Robert Echavarria.



AWARDS RECEIVED:

Multiple APWA Project of the Year Recognitions



Rialto Frisbie Park Expansion

RIALTO, CA

This 27.4-acre site is partially developed with six ball fields, two basketball courts, a playground area, a pavilion, field lighting, basketball and volleyball courts, and asphalt concrete paved drive and parking areas.

The project included the renovation of some existing elements such as an existing restroom; and an 8.5-acre expansion which feature tennis courts, t-ball fields, two playgrounds, a skatepark, new restroom and concession building, perimeter walking paths, open turf areas, lighting, shade structures, improved ADA access and other visitor amenities.

Griffin's scope for the $15 million project included construction management, inspection, materials testing, and constructability review services.

This project was managed by Robert Echavarria with support from Lance Solomon.

VALUE
$19,000,000

SIZE
27.4 Acres

RELEVANCY
<$10M; Active-Use Sports Park; Public Project

REFERENCE
City of Rialto
Michael Tahan
Interim Public Works Dir.
(909) 262-4770
mtahan@rialtoca.gov



AWARDS RECEIVED:

APWA BEST Project Award



Silverlakes Equestrian & Sports Park

NORCO, CA

Griffin served as the construction manager for Balboa Management Group's unique Public-Private Partnership for the 122-acre Silverlakes Equestrian and Sports Park with the City of Norco. The multipurpose recreational venue is located on 130 acres of City-owned property along the Santa Ana River. When fully built-out, the $35M recreational facility will serve as a regional and national location for field sports and equestrian competitions.

The first phase of the world-class facility includes site infrastructure, 24 full-size soccer fields, four LED-lit synthetic fields, five competition equestrian arenas, a 1,500 horse stall capacity, a horse trail around the project perimeter, a 10,000-seat concert facility, 12,000 SF outdoor cafe, and a 4,100-space parking lot to serve competitors and spectators. Completion of the second phase will include a 250-seat restaurant and a 5,000-seat stadium field.

This project was managed by Robert Echavarria.

VALUE
$35,000,000

SIZE
122 Acres

RELEVANCY
<$10M; Active-Use Sports Park; Public Project

REFERENCE
Silverlakes Park
Bicky Ross
Chief Operating Officer
(949) 697-8030
bikly@silverlakespark.com







Vista Hermosa Sports Park

SAN CLEMENTE, CA

The Vista Hermosa Sports Park and Aquatics Center features include two swimming pools and a water play area along with several ball fields, and a large children's play area.

Specific work included sewer, storm drain, gas, power, potable and recycled water lines, telephone, grading, curb and gutter, parking lots, asphalt paving, roadway widening, aquatics complex with 50-meter competition pool and 25-yard activity pool with water play feature and zero-depth entry, pool house, mechanical building, landscaping and hardscaping, two soccer fields, and a football / La Crosse field with synthetic turf.

This project was managed by Lance Solomon prior to his start with Griffin Structures.

VALUE
$27,000,000

SIZE
46 Acres

RELEVANCY
<$10M; Active-Use Sports Park; Public Project

REFERENCE
Sean Nicholas
Former Planner, San Clem.
Senior Planner, Dana Point
(949) 248-3588
snicholas@danapoint.org







Santee Town Center Community Park

SANTEE, CA

The sports complex includes three lighted softball/baseball fields with artificial turf outfields, two arena soccer fields, parking and a restaurant with indoor and outdoor seating. It has also evolved into the city's premier concert venue. Sportsplex USA Santee operates and maintains the sports complex through a Public-Private Partnership agreement.

This project was managed by Robert Echavarria prior to his start with Griffin Structures.

VALUE
$24,000,000

SIZE
<20 Acres

RELEVANCY
<$10M; Active-Use Sports Park; Public Project

REFERENCE
City of Santee
Bill Maertz, Director
(619) 258-4100
Bill Berghoff
(619) 334-1000 x402



AWARDS RECEIVED:

CPRS Sports Park of the Year
APWA Project of the Year



LANLT, Wishing Tree Park

TORRANCE, CA

The LANLT acquired the site through a donation from Shell Oil. This former industrial site (Brownfield) requires adept hazardous materials coordination.

Wishing Tree Park serves over 8,700 residents who live within a half-mile. Park features include a soft path, playground, half basketball court, two sand volleyball courts, two futsal courts, exercise path, and shaded picnic and family gathering spaces. Hardscape, baseball field, and parking lot is also included.

The project also included a prefabricated restroom building, baseball field, playground equipment, 60+ parking lot, working out equipment, Shade structures, fire access, road, and ROW improvements.

This project is currently being managed by Robert Godfrey and Cody Roth.

VALUE

$10,000,000

SIZE

9 Acres

RELEVANCY

$10M; Active-Use Sports Park; Public Project

REFERENCE

LA Neighborhood Land Trust
Tori Kjer
Director of Acquisitions
(310) 909-3891
tkjer@lanlt.org







Mackay Park

CYPRESS, CA

Mackay Park features two playground areas with structures, a large grassy play area, exercise equipment, a half-court basketball court, picnic and shade structures, a restroom building, perimeter walking paths and a parking lot. The park also includes a public art piece donated by the Friends of Cypress Cultural Arts.

The $2.5 million project is the City's first new park in over 20 years. Construction included earthwork and grading; concrete, asphalt and masonry work; protective playground surfacing; as well as bio-swale/infiltration trenches, drip irrigation and drought-tolerant landscaping. Coordination with existing residents was necessary to provide fencing for security and pets during excavation and construction of a new block wall.

Mackay Park is named for Dan Mackay, a 28-year Cypress School District Board member. The park sits on a portion of the former Mackay Elementary School site.

This project was managed by Robert Echavarria prior to his start with Griffin Struct

VALUE
$2,500,000

SIZE
3 Acres

RELEVANCY
Active-Use Sports Park; Public Project

REFERENCE
City of Cypress
Jeff Draper
Director of Recreation and Community Services
(714) 229-6785
jdraper@cypressca.org





Lake Forest Sports Park & Recreation Center

LAKE FOREST, CA

Griffin Structures provided construction management services for the 86-acre Lake Forest Sports Park and Recreation Center. The Sports Park features five baseball fields, six soccer and multi-use fields of natural turf and synthetic turf, a rugby field overlay of two soccer fields, and two basketball courts. The general use elements consist of two playgrounds with tot lots and play equipment, two restroom facilities and eight gazebo picnic structures. In addition, the Park has two 1,915 SF clubhouse buildings.

The $52 million project includes a 26,000 SF Recreation Center located in the middle of the site, situated on a plateau overlooking the "park commons." All rooms are oriented to the distant views to the south and the west and have large porches leading out to the shaded activity areas surrounding the building. The Center includes recreation office space, a double gymnasium with a 2-over-1 basketball court configuration, activity and dance rooms, a teen center, classrooms, a computer and homework center, two meeting rooms as well as a teaching kitchen and restrooms.

This project was managed by Lance Solomon.

VALUE
$52,000,000

SIZE
86 Acres

RELEVANCY
<$10M; Active-Use Sports Park; Public Project

REFERENCE
City of Lake Forest
Tom Wheeler
Director of Public Works
(949) 461-3480
twheeler@lakeforestca.gov



AWARDS RECEIVED:

APWA Project of the Year
ASCE Project of the Year
CPRS Excellence Award



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Roger Torriero	Principal-In-Charge	43	41

15. FIRM NAME AND LOCATION *(City and State)*
Griffin Structures, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Master of Architecture, Accademia di Belle Arti di Firenze, Italia Bachelor of Architecture, Syracuse University, New York	California Contractor License, #793600, Classes A & B

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Affiliations: U.S. Green Building Council, Urban Land Institute, American Public Works Association National Association of Industrial & Office Parks, Associated General Contractors of America, Construction Management Association of America, Design-Build Institute of America, Santa Clara Chamber of Commerce

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Lexington Park, Cypress, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This park is currently in development for the City of Cypress. The property is a trapezoidal shaped parcel with an approximate area of nine acres. Once completed, this 9-acre project will feature both natural and synthetic turf fields, multi-use courts, child and tot play areas, shaded pavilions, exercise stations, picnic shelters, maintenance and storage areas, bleachers, and associated amenities.

b.

(1) TITLE AND LOCATION *(City and State)*: Esencia Sports Park, Rancho Mission Viejo Company, Ladera Ranch, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The $20M, 30-acre Esencia Sports Park's lower park site encompasses two baseball fields and one softball field, bullpens, soft toss cages, spectator seating, and batting cages. A multi-use soccer field, children's tot lot, and concession/restroom building, and pool are also included. The upper park site houses two tennis courts, two pickleball courts, swimming pool, splash pad, and pool building. This sports park also has associated trails and connections with the adjacent trail network.

c.

(1) TITLE AND LOCATION *(City and State)*: Rialto Frisbie Park Expansion, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $19M, 27.4-acre renovated and expanded park consists of 19 acres of existing improvements and new green space, recreational facilities including three basketball diamonds, three softball diamonds, two basketball courts, playground, pavilion, concessions facilities, park perimeter paths, skate rooms, and supportive facilities. The project was later amended to include planned ADA and path of travel upgrades within the park.

d.

(1) TITLE AND LOCATION *(City and State)*: Lake Forest Sports Park & Recreation Center, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2011 | CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $52M, 86-acre Sports Park features five baseball fields, six soccer multi-use fields, rugby field, two soccer fields, two basketball courts, two playgrounds, two restroom facilities, and eight gazebo picnic structures. In addition, the park has two clubhouse buildings and main center, double gymnasium with basketball court, activity and dance rooms, teen center, classrooms, technology center, meeting rooms, teaching kitchen, and restrooms.

e.

(1) TITLE AND LOCATION *(City and State)*: The Trust for Public Land (14+) Park Projects, Los Angeles County, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 | CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Griffin has served on 14 The Trust for Public Land projects, creating close-to-home green spaces and active-use sports parks in cities. Parks, gardens, and trails include; Monitor Avenue Park, Bradley Plaza & Green Alleys, Benito Juarez Park, Patton Street Park, Carlton Way Pocket Park, LA River & Aliso Creek Confluence Park, Madison Avenue Park, Rudolph Park, South Victoria Park, Bicentennial Park,. Zamora Park, Quincy Jones Park, and Central Jefferson Green Alleys.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jon Hughes, CCM, DBIA	Project Executive	29	10

15. FIRM NAME AND LOCATION *(City and State)*
Griffin Structures, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Bachelor of Science, Philosophy and History, Westmont College	Certified Construction Manager (CCM) Design-Build Institute of America (DBIA) Associate California Contractor License, 793600, Class A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Affiliations: NAVFAC and US Army Corps Construction Quality Management (CQM) Program, Construction Management

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Lexington Park, Cypress, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This park is currently in development for the City of Cypress. The property is a trapezoidal shaped parcel with an approximate area of nine acres. Once completed, this 9-acre project will feature both natural and synthetic turf fields, multi-use courts, child and tot play areas, shaded pavilions, exercise stations, picnic shelters, maintenance and storage areas, bleachers, and associated amenities.

b.

(1) TITLE AND LOCATION *(City and State)*: Esencia Sports Park, Rancho Mission Viejo Company, Ladera Ranch, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The $20M, 30-acre Esencia Sports Park's lower park site encompasses two baseball fields and one softball field, bullpens, soft toss cages, spectator seating, and batting cages. A multi-use soccer field, children's tot lot, and concession/restroom building, and pool are also included. The upper park site houses two tennis courts, two pickleball courts, swimming pool, splash pad, and pool building. This sports park also has associated trails and connections with the adjacent trail network.

c.

(1) TITLE AND LOCATION *(City and State)*: Rialto Frisbie Park Expansion, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $19M, 27.4-acre renovated and expanded park consists of 19 acres of existing improvements and new green space, recreational facilities including three basketball diamonds, three softball diamonds, two basketball courts, playground, pavilion, concessions facilities, park perimeter paths, skate rooms, and supportive facilities. The project was later amended to include planned ADA and path of travel upgrades within the park.

d.

(1) TITLE AND LOCATION *(City and State)*: Lake Forest Sports Park & Recreation Center, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2011 | CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $52M, 86-acre Sports Park features five baseball fields, six soccer multi-use fields, rugby field, two soccer fields, two basketball courts, two playgrounds, two restroom facilities, and eight gazebo picnic structures. In addition, the park has two clubhouse buildings and main center, double gymnasium with basketball court, activity and dance rooms, teen center, classrooms, technology center, meeting rooms, teaching kitchen, and restrooms.

e.

(1) TITLE AND LOCATION *(City and State)*: Newport Beach Marina Park Community & Sailing Center, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013 | CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The project involved new construction of a public park; a 24,000 SF Community and Sailing Center building with classroom, office and meeting space, a 23-slip visitor marina, restroom building, playground lighthouse, playground, outdoor fitness circuit, open space and picnic areas. As a result of the integrated and well-coordinated architectural, engineering and construction efforts, the project was completed four months ahead of schedule and $4 million under budget.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Robert Echavarria	Construction Manager	20	7

15. FIRM NAME AND LOCATION *(City and State)*
Griffin Structures, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Bachelor of Science, Landscape Architecture, California Polytechnic University, Pomona	Certified Construction Manager (CCM)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Affiliations: Sports Turf Managers Association, Synthetic Turf Council Expert Witness for Synthetic Turf, San Jose Silicon Valley Chamber of Commerce

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Lexington Park, Cypress, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This park is currently in development for the City of Cypress. The property is a trapezoidal shaped parcel with an approximate area of nine acres. Once completed, this 9-acre project will feature both natural and synthetic turf fields, multi-use courts, child and tot play areas, shaded pavilions, exercise stations, picnic shelters, maintenance and storage areas, bleachers, and associated amenities.

b.

(1) TITLE AND LOCATION *(City and State)*: Esencia Sports Park, Rancho Mission Viejo Company, Ladera Ranch, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The $20M, 30-acre Esencia Sports Park's lower park site encompasses two baseball fields and one softball field, bullpens, soft toss cages, spectator seating, and batting cages. A multi-use soccer field, children's tot lot, and concession/restroom building, and pool are also included. The upper park site houses two tennis courts, two pickleball courts, swimming pool, splash pad, and pool building. This sports park also has associated trails and connections with the adjacent trail network.

c.

(1) TITLE AND LOCATION *(City and State)*: Rialto Frisbie Park Expansion, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $19M, 27.4-acre renovated and expanded park consists of 19 acres of existing improvements and new green space, recreational facilities including three basketball diamonds, three softball diamonds, two basketball courts, playground, pavilion, concessions facilities, park perimeter paths, skate rooms, and supportive facilities. The project was later amended to include planned ADA and path of travel upgrades within the park.

d.

(1) TITLE AND LOCATION *(City and State)*: Santee Town Center Community Park, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2010 | CONSTRUCTION *(If applicable)*: 2011

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

This $24M sports complex includes three lighted softball/baseball fields with artificial turf outfields, two arena soccer fields, parking and a restaurant with indoor and outdoor seating. It has also evolved into the city's premier concert venue. Sportsplex USA Santee operates and maintains the sports complex through a Public-Private Partnership agreement.

e.

(1) TITLE AND LOCATION *(City and State)*: Silverlakes Equestrian & Sports Park, Norco, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2012 | CONSTRUCTION *(If applicable)*: 2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $35M, 122-acre sports park features 24 full-size soccer fields, four LED-lit synthetic fields, five competition equestrian arenas, a 1,500 horse stall capacity, a horse trail around the project perimeter, a 10,000-seat concert facility, 12,000 SF outdoor cafe, and a 4,100-space parking lot to serve competitors and spectators. Completion of the second phase included a 250-seat restaurant and a 5,000-seat stadium field.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Lance Solomon, CCM	Front-End Document Specialist	26	20

15. FIRM NAME AND LOCATION *(City and State)*
Griffin Structures, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Certified Construction Manager (CCM)	Certified QSP, APWA Inspector Certified, Certified Professional in Erosion & Sediment Control, First Aid & CPR, Confined Space Trained, Concrete Field Testing Technician, OSHA, CQM Army Corps

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Affiliations: Construction Management Association of America, Member

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Esencia Sports Park, Rancho Mission Viejo Company, Ladera Ranch, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The $20M, 30-acre Esencia Sports Park's lower park site encompasses two baseball fields and one softball field, bullpens, soft toss cages, spectator seating, and batting cages. A multi-use soccer field, children's tot lot, and concession/restroom building, and pool are also included. The upper park site houses two tennis courts, two pickleball courts, swimming pool, splash pad, and pool building. This sports park also has associated trails and connections with the adjacent trail network.

b.

(1) TITLE AND LOCATION *(City and State)*: Rialto Frisbie Park Expansion, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $19M, 27.4-acre renovated and expanded park consists of 19 acres of existing improvements and new green space, recreational facilities including three basketball diamonds, three softball diamonds, two basketball courts, playground, pavilion, concessions facilities, park perimeter paths, skate rooms, and supportive facilities. The project was later amended to include planned ADA and path of travel upgrades within the park.

c.

(1) TITLE AND LOCATION *(City and State)*: Lake Forest Sports Park & Recreation Center, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2011 | CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $52M, 86-acre Sports Park features five baseball fields, six soccer multi-use fields, rugby field, two soccer fields, two basketball courts, two playgrounds, two restroom facilities, and eight gazebo picnic structures. In addition, the park has two clubhouse buildings and main center, double gymnasium with basketball court, activity and dance rooms, teen center, classrooms, technology center, meeting rooms, teaching kitchen, and restrooms.

d.

(1) TITLE AND LOCATION *(City and State)*: Vista Hermosa Sports Park

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2010 | CONSTRUCTION *(If applicable)*: 2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

This $27M, 46-acre sports park features two swimming pools, water play area, several ball fields, and a large children's play area. The park also houses an aquatics complex with 50-meter competition pool and 25-yard activity pool, pool house, mechanical building, two soccer fields, and football field with synthetic turf.

e.

(1) TITLE AND LOCATION *(City and State)*: San Bruno Recreation & Aquatics Center

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $50M new Recreation and Aquatics Center will include outdoor active-use park facilities, natatorium for year-round aquatics, outdoor pool with splash pad, gymnasium, fitness/wellness center, community hall, game room, conference rooms, and several multi-purpose classrooms.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Cody Roth	Code Compliance Specialist	20	4

15. FIRM NAME AND LOCATION *(City and State)*
Griffin Structures, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Santa Ana College, Fire Science Degree Rio Hondo College, Fire Academy Graduate Saddleback College, Various Building Inspector Courses	International Code Council B-1 Building Inspection, International Code Council E-1 Electrical Inspection, International Code Council P-1 Plumbing Inspection, CAL OES Safety Assessment Program (ID#77558), CALBO

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Former public agency inspector

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Esencia Sports Park, Rancho Mission Viejo Company, Ladera Ranch, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The $20M, 30-acre Esencia Sports Park's lower park site encompasses two baseball fields and one softball field, bullpens, soft toss cages, spectator seating, and batting cages. A multi-use soccer field, children's tot lot, and concession/restroom building, and pool are also included. The upper park site houses two tennis courts, two pickleball courts, swimming pool, splash pad, and pool building. This sports park also has associated trails and connections with the adjacent trail network.

b.

(1) TITLE AND LOCATION *(City and State)*: LA Neighborhood Land Trust, Wishing Tree Park, Los Angeles, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $10M, 8.5-acre active-use park features a soft path, playground, half basketball court, two sand volleyball courts, two futsal courts, exercise path, and shaded picnic and family gathering spaces. A prefabricated restroom building, baseball field, play equipment and 60-stall parking lot is also included.

c.

(1) TITLE AND LOCATION *(City and State)*: Laguna Beach Village Entrance

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This 4-acre project consists of the beautification Laguna Beach downtown entry area encompassing. Delivered on-time and below budget by $365,000, this project combines CA landscape design, water quality and control, public art, green space for gatherings, and ample parking. Two pedestrian bridges, one vehicular bridge, wider multi-use trails and paved access roads were also incorporated.

d.

(1) TITLE AND LOCATION *(City and State)*: Santa Clarita Canyon Country Community Center

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This 27,780 community center and outdoor space includes a new community center with multi-purpose room, gymnasium, classrooms, demonstration kitchen, fitness room, and office. Outdoor improvements also include an outdoor marketplace (mercado) and park features including courts, event stage, playground, events garden, and perimeter trail. The adjacent Mint Canyon Channel was also redeveloped.

e.

(1) TITLE AND LOCATION *(City and State)*: The Village at Tustin Legacy, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 | CONSTRUCTION *(If applicable)*: 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Cody served as an inspector for this high-profile project consisting of 16 buildings, encompassing over 22 acres. His responsibilities included the inspection of underground utilities, storm drain systems, rough/precise grade permits, BMPs, curb and gutter right-of-ways, ADA paths of travel, electrical components, site decorative and retaining walls, foundations and footings, as well as all structural systems.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Robert Godfrey, CCM	Constructability Review Specialist	21	12

15. FIRM NAME AND LOCATION *(City and State)*
Griffin Structures, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Bachelor of Science, Management, The Georgia Institute of Technology, Atlanta	Certified Construction Manager (CCM)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Affiliations: Construction Management Association of America, Member

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: The Trust for Public Land (14+) Park Projects, Los Angeles County, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 | CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

We have served on 14 The Trust for Public Land projects who creates close-to-home green spaces and gardens in cities. Parks, gardens, and trails total over $26M and include; Monitor Avenue Park, Bradley Plaza & Green Alleys, Benito Juarez Park, Patton Street Park, Carlton Way Pocket Park, LA River & Aliso Creek Confluence Park, Madison Avenue Park, Rudolph Park, South Victoria Park, Bicentennial Park,. Zamora Park, Quincy Jones Park, and Central Jefferson Green Alleys.

b.

(1) TITLE AND LOCATION *(City and State)*: South Gate Urban Orchard, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

To revitalize adjacent properties to the LA River, Griffin Structures is serving the City of South Gate and The Trust for Public Land to transform 30-acres of post-industrial land located along the LA River into a $24M urban orchard and park. The open space site will house an education garden, orchards, multi-use paths, nature-based playground honoring Tongva history, community buildings, and community-based artwork.

c.

(1) TITLE AND LOCATION *(City and State)*: LA Neighborhood Land Trust, Wishing Tree Park, Los Angeles, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $10M, 8.5-acre active-use park features a soft path, playground, half basketball court, two sand volleyball courts, two futsal courts, exercise path, and shaded picnic and family gathering spaces. A prefabricated restroom building, baseball field, play equipment and 60-stall parking lot is also included.

d.

(1) TITLE AND LOCATION *(City and State)*: Rancho Cucamonga Sports Center

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 | CONSTRUCTION *(If applicable)*: 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The new $14M, 56,000 SF Rancho Cucamonga Sports Center features two pre-engineered steel structures–one enclosed and one open-air pavilion, three indoor regulation-sized basketball/volleyball courts as well as concession and public common areas, a multipurpose room, restroom facilities, and administrative office space. The 21,500 SF open-air structure covered an additional three full-size outdoor basketball courts.

e.

(1) TITLE AND LOCATION *(City and State)*: Quail Hill Community Center & Outdoor Facilities, Irvine

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 | CONSTRUCTION *(If applicable)*: 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Griffin served as project/construction manager for this community center set on a 3.8-acre site, including a 3,000 SF multi-purpose room, classrooms, dance/fitness room, warming kitchen, staff offices, and exterior spaces designed to extend the usable space. The site also connects to the existing Quail Hill Trail System and includes ecosystem-themed Rocks & Ropes play area.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jay Helekar	Cost Estimator	22	<10

15. FIRM NAME AND LOCATION *(City and State)*
Griffin Structures, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Bachelor of Arts, Construction Management Engineering, California State University, Long Beach	LEED Accredited Professional

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Affiliations: U.S. Green Building Council, Member

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: The Trust for Public Land (14+) Park Projects, Los Angeles County, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 | CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

We have served on 14 The Trust for Public Land projects who creates close-to-home green spaces and gardens in cities. Parks, gardens, and trails total over $26M and include; Monitor Avenue Park, Bradley Plaza & Green Alleys, Benito Juarez Park, Patton Street Park, Carlton Way Pocket Park, LA River & Aliso Creek Confluence Park, Madison Avenue Park, Rudolph Park, South Victoria Park, Bicentennial Park,. Zamora Park, Quincy Jones Park, and Central Jefferson Green Alleys.

b.

(1) TITLE AND LOCATION *(City and State)*: Esencia Sports Park, Rancho Mission Viejo Company, Ladera Ranch, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The $20M, 30-acre Esencia Sports Park's lower park site encompasses two baseball fields and one softball field, bullpens, soft toss cages, spectator seating, and batting cages. A multi-use soccer field, children's tot lot, and concession/restroom building, and pool are also included. The upper park site houses two tennis courts, two pickleball courts, swimming pool, splash pad, and pool building. This sports park also has associated trails and connections with the adjacent trail network.

c.

(1) TITLE AND LOCATION *(City and State)*: Rialto Frisbie Park Expansion, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $19M, 27.4-acre renovated and expanded park consists of 19 acres of existing improvements and new green space, recreational facilities including three basketball diamonds, three softball diamonds, two basketball courts, playground, pavilion, concessions facilities, park perimeter paths, skate rooms, and supportive facilities. The project was later amended to include planned ADA and path of travel upgrades within the park.

d.

(1) TITLE AND LOCATION *(City and State)*: Lake Forest Sports Park & Recreation Center, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2011 | CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $52M, 86-acre Sports Park features five baseball fields, six soccer multi-use fields, rugby field, two soccer fields, two basketball courts, two playgrounds, two restroom facilities, and eight gazebo picnic structures. In addition, the park has two clubhouse buildings and main center, double gymnasium with basketball court, activity and dance rooms, teen center, classrooms, technology center, meeting rooms, teaching kitchen, and restrooms.

e.

(1) TITLE AND LOCATION *(City and State)*: Newport Beach Marina Park Community & Sailing Center, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013 | CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The project involved new construction of a public park; a 24,000 SF Community and Sailing Center building with classroom, office and meeting space, a 23-slip visitor marina, restroom building, playground lighthouse, playground, outdoor fitness circuit, open space and picnic areas. As a result of the integrated and well-coordinated architectural, engineering and construction efforts, the project was completed four months ahead of schedule and $4 million under budget.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Aron Taylor	Project Manager	21	21

15. FIRM NAME AND LOCATION *(City and State)*

GMU Geotechnical, Inc, Rancho Santa Margarita, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Master of Science, Geological Sciences Bachelor of Science, Geological Sciences	Professional Geologist – State of California Certified Engineering Geologist – State of California Qualified SWPPP Developer (QSD) – CASQA Cert Qualified SWPPP Practitioner (QSP) – CASQA Cert

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Affiliations: Building Industry Association (BIA), Geological Society of America, South Coast Geological Society, California Geotechnical

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Cypress Sports Park, Cypress, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Geotechnical and Special Inspection Services: Grading and construction for (2) Soccer fields, (1) artificial turf and (1) natural, a basketball court, retaining walls, and various hardscape and landscape improvements.

b.

(1) TITLE AND LOCATION *(City and State)*: Esencia Sports Park, Rancho Mission Viejo, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017; CONSTRUCTION *(If applicable)*: 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Geotechnical and Special Inspection Services: Grading and construction for a 30-Acre Sports Park with (2) lighted ball fields, (1) lighted softball field, scoreboard, lighted multi-use turf field, tiered concrete spectator seating, concessions/restroom facilities, (2) lighted tennis courts, (2) lighted pickle-ball courts, swimming pool and splash pad.

c.

(1) TITLE AND LOCATION *(City and State)*: Sendero Field, Rancho Mission Viejo, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2012; CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Geotechnical and Special Inspection Service: Grading and construction for new ball fields, including baseball and soccer, (4) pickleball courts, trails, walkways, water quality basin, and a playground.

d.

(1) TITLE AND LOCATION *(City and State)*: Crean Lutheran High School South Athletic Fields, Irvine, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013; CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Geotechnical Services: Grading and construction of new Baseball Field, Softball Field and (6) new tennis courts, batting cages and concrete walkways . Also included in the development of the site was the construction of MSE walls.

e.

(1) TITLE AND LOCATION *(City and State)*: Grant Howald Park, Newport Beach, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020; CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Geotechnical and Special Inspection Service: Grading and construction for new park structures, new pedestrian concrete paving, concrete stairs, decomposed granite walkways, synthetic turf field, masonry retaining walls, cable fencing, tubular steel fencing, ball field fencing, new shade structures, concrete bleachers, and AC parking lot.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Matthew Farrington	Project Manager	20	12

15. FIRM NAME AND LOCATION *(City and State)*

GMU Geotechnical, Inc, Rancho Santa Margarita, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Master of Science, Civil Engineering Bachelor of Science, Civil Engineering	Professional Engineer – State of California

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Geo-Wall National and Regional Titles 2014

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Cypress Sports Park, Cypress, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Geotechnical and Special Inspection Services: Grading and construction for (2) Soccer fields, (1) artificial turf and (1) natural, a basketball court, retaining walls, and various hardscape and landscape improvements.

b.

(1) TITLE AND LOCATION *(City and State)*: Esencia Sports Park, Rancho Mission Viejo, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017; CONSTRUCTION *(If applicable)*: 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Geotechnical and Special Inspection Services: Grading and construction for a 30-Acre Sports Park with (2) lighted ball fields, (1) lighted softball field, scoreboard, lighted multi-use turf field, tiered concrete spectator seating, concessions/restroom facilities, (2) lighted tennis courts, (2) lighted pickle-ball courts, swimming pool and splash pad.

c.

(1) TITLE AND LOCATION *(City and State)*: Orange Coast College, Costa Mesa, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018; CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Geotechnical and Special Inspection Service: Grading and construction of synthetic turf baseball field to replace an existing natural baseball field. Project also included design and construction of new outfield fencing, maintenance gates, and hardscape improvements.

d.

(1) TITLE AND LOCATION *(City and State)*: Crean Lutheran High School South Athletic Fields, Irvine, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013; CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Geotechnical Services: Grading and construction of new Baseball Field, Softball Field and (6) new tennis courts, batting cages and concrete walkways . Also included in the development of the site was the construction of MSE walls.

e.

(1) TITLE AND LOCATION *(City and State)*: Grant Howald Park, Newport Beach, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020; CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Geotechnical and Special Inspection Service: Grading and construction for new park structures, new pedestrian concrete paving, concrete stairs, decomposed granite walkways, synthetic turf field, masonry retaining walls, cable fencing, tubular steel fencing, ball field fencing, new shade structures, concrete bleachers, and AC parking lot.



"GRIFFIN STRUCTURE'S TEAM WAS INSTRUMENTAL IN SUCCESSFULLY TACKLING THE COMPLEXITIES OF BUILDING MARINA PARK, WHICH WAS ULTIMATELY DELIVERED ON TIME AND UNDER BUDGET."

- CITY OF NEWPORT BEACH

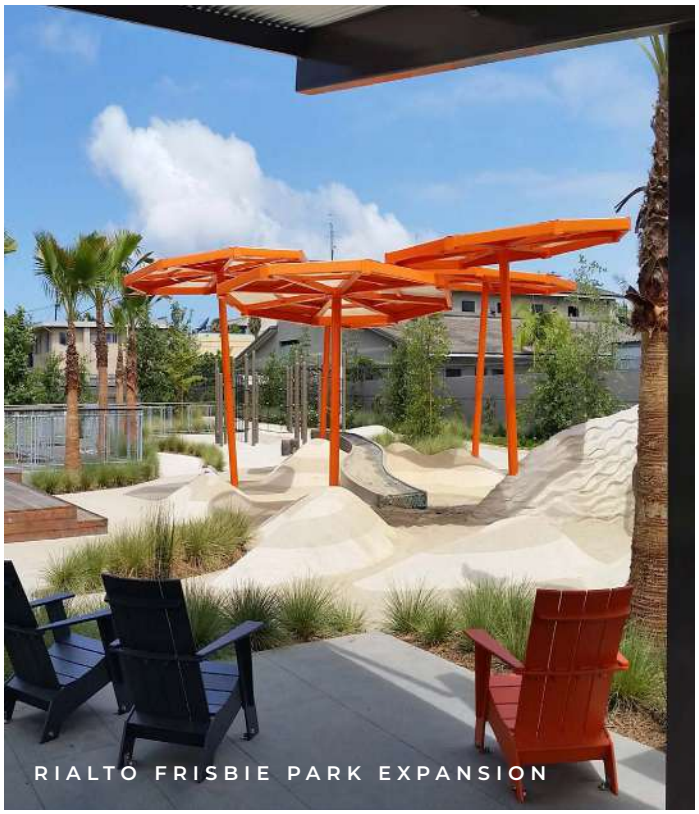
PROJECT UNDERSTANDING

Griffin Structures understands the needs of the City of Cypress, and the unique aspects of this park in particular based on our longstanding relationship. This park, the namesake of the City, and one of its oldest parks, is in desperate need of renovation to meet the needs of the community. Griffin Structures understands the critical nature of this project and the high profile it carries throughout the City, calling for the highest level of expertise as it pertains to sports parks. For this reason, we have proposed Construction Manager, Robert Echavarria, who possesses not only significant experience with the City, but is an expert in sports park design and construction supported by a similarly specialized team of public sector active-use sports park PMCMs.

PRE-BID MANAGEMENT

Design Documents Review

To achieve concise construction documents, Griffin will perform a comprehensive constructability review in Bluebeam format and review comments with the Design Team. This effort will seek to identify items that are unclear or in conflict with other aspects of the project, as well as bid ability and best value. This effort will result in a Bluebeam and Excel report which will also include a marked-up set of plans.



RIALTO FRISBIE PARK EXPANSION

Establish Project Controls

Griffin will establish standard protocols for the project team. We have found that clarity and consistency in direction is the single most significant feature of establishing a successful project protocol. Given our extensive experience in the public sector, we can effectively mold our approach to the Client to effectively become an extension of City staff. With that in mind, we will establish protocols for all aspects of the project. Specifically including:

- Communication channels and policies
- Document strategies, specifically how information will be communicated to the field
- Key challenges to the project
- Established, formalized action items for respective team members
- Identified, reinforced key project objectives

CONTRACTOR PREQUALIFICATION

Griffin applauds the City for its decision to employ a Contractor prequalification process, as we firmly believe the City will benefit from having a healthy pool of competent bidders which will in turn provide a higher quality construction effort, a more predictable expenditure of project funds, while also continuing to enjoy the benefits of a competitive bidding environment.

Griffin uses as its base template the Department of Industrial Relations Contractor Prequalification Questionnaire in the development of the solicitation request. In addition to the stock language however, Griffin will introduce enhanced language which will further bring value to the City. Specifically, these enhancements will include:

- Contractor financial condition
- Bonding capacity
- Specialized criteria for similar project experience
- Specialized criteria for any critical subcontractors that the City may want to prequalify
- Critical litigation history
- Project specific references
- Enhance scoring methods and/or disqualification parameters designed to maximize City flexibility.
- Maintain Public Contract Code compliance to ensure the process is protest free.

Griffin will then solicit interest in the contractor marketplace by distributing the RFQ to know contractors who have successfully completed similar projects in the past. This effort will also include some project renderings and other components to entice as many respondents as possible. The goal in this phase is to maximize contractor participation to establish the most robust list possible.

Griffin will then utilize its Contractor Prequalification Scoring system to evaluate all responses, score each answer, check on references, evaluate financial capacity, and review litigation history.

Once completed, Griffin will review its scoring with the City and provide documentation to support its recommendations.

Of course, this entire process will be performed in close coordination with the City and will also include any City legal counsel review and dialogue as may be required. Once completed, the City will that have a short list of prequalified bidders who will then have the opportunity to provide a price proposal for the project. In all, our goal is to have this process result in a bid pool of no less than 3 and no more than 7 prequalified bidders as we have found that range to provide the best value for the City.

BID MANAGEMENT

Once a short list of prequalified contractors is established, Griffin will manage the contractor bidding process. To that end, Griffin will employ the following measure to ensure a fully responsive and responsible bid is delivered to the City.

Distribute Plans

Once bidding is underway, Griffin will work closely with the City and Design Team to coordinate the publishing of the bid documents with the appropriate publications and websites

Mandatory Pre-Bid Meeting

Griffin Structures will prepare an agenda and work closely with the City and Design team to ready all relevant documents for the pre-bid meeting. This will include our agenda, presentation, sign-in sheet, site tour, hard copies of plans, specs, and other relevant materials. Griffin will then publish the minutes, sign-in sheet, and formal responses to any questions in the form of an Addendum.



GREAT PARK ICE & FIVEPOINT ARENA

Bid RFIs

Griffin will serve as the point of contact for all bid questions and will coordinate the distribution of questions and answers to the relevant parties. Once answers are provided, Griffin will work closely with the Design Team to assemble appropriate Addenda for distribution to plan holders.

Bidder Qualifications

Griffin possesses a deep understanding of parks and what is required of a successful Contractor. We will bring this experience to bear as we evaluate the qualifications of all bidders and offer recommendations to the City.

Issue Addenda

Griffin will take the lead in gathering the necessary documents and City templates and will coordinate the distribution of bid Addenda.

Bid Evaluations

Griffin will utilize its tailored Bid Analysis sheet to evaluate the bids on a line-item basis and offer recommendations to the City for award. Any non-responsive bids or non-responsible bidders will be flagged and forwarded to the City for consideration.

CONSTRUCTION MANAGEMENT

Once construction begins, Griffin will employ a vast array of policies, protocols, and techniques to oversee and manage the contractor successfully. Those services include the following:

Pre-Construction Meeting

Griffin will arrange for and conduct the Pre-Construction meeting and will provide both and agenda and meeting minutes accordingly. Griffin will ensure that all pertinent team members will be present in coordination with City staff.

Contract Administration

Griffin will assist the City's Municipal Projects Manager with all aspects of the contract compliance including all financial controls, document controls, document interpretations, discrepancies, constructability problems, inspections, schedule oversight, and all other tasks identified in 3.1 of exhibit B of the RFP.

Review Construction Schedule

As discussed above, Griffin will review any and all schedules provided by the Contractor to confirm they meet the overall objectives of the project. Accordingly, Griffin will oversee and ensure the activities in the field are consistent with the approved schedule and will recommend corrective action should they fail correlate.

Construction Progress Meetings

Griffin will schedule, host, and oversee all project meetings. Griffin will provide, or cause to be provided, agendas and minutes as required for the effective discussion and resolution of all project related issues and resolution.

Shop Drawings & Submittal Reviews

Griffin will oversee the distribution of all shop drawings and submittal reviews. Griffin will employ the use of Submittal Exchange for expedient distribution and tracking as described above.

Requests for Information (RFIs)

As with shop drawings and submittal reviews, Griffin will process and coordinate the distribution of all RFIs in a manner that achieve efficient design solutions and maintains construction progress without diminishing the design intent.

Review all Change Orders

Griffin will review all change orders and provide supplemental information as needed to justify their approval or rejection. Griffin will negotiate with the Contractor on the City's behalf and serve as the point of contact for resolving issues and mitigate against potential claims. Specifically, Griffin will seek to avoid claims as detailed above.

Cost Accounting Records

Griffin has extensive experience in cost accounting methods including but not limited to the management of contract unit costs, T&M analysis, and will employ that experience to provide comprehensive cost accounting records and controls.

Cost Control System

Griffin will use its extensive cost controls system to establish a master budget that captures all costs associate with the project and will provide regular updates to the City throughout the duration of the project.

Coordination of Other Consultants

Griffin will coordinate and oversee the scheduling of all other consultant inspections including but not limited to geotechnical, NPDES, materials testing, deputy inspection, and special laboratory testing.

Coordinate with Project Designer

As with the design phase, Griffin will coordinate with and manage the project design consultants to ensure all information is transmitted to and from the respective consultants efficiently to achieve the overall objectives of the project.

Job Safety

Crucial to the success of any project is safety. Griffin will employ its extensive experience to oversee the contractor's safety program and will inspect the site regularly in that regard. Griffin will report any infraction to the contractor immediately and ensure the observed deficiency is rectified.

Progress Payments

Griffin will establish, or cause to be established by the contractor, a comprehensive Schedule of Values for the entirety of the project for approval by the City. Once approved this will serve as the basis for all progress payments, which Griffin will review for consistency with progress in the field and make recommendations to the Contractor for correction. Once corrected, Griffin will then make recommendations to the City for processing.

Labor Compliance

Consistent with SB 854, Griffin will require and enforce the Dept. of Industrial Relations' requirements for enrollment in the DIRs labor compliance data base. Griffin will also monitor the results of the DIRs processing of the contractor's labor compliance and will enforce the proper submission of documents accordingly.

Quality Assurance

Griffin will serve as the 'eyes and ears' of the City for quality control. Accordingly, Griffin will walk the site regularly and inspect all installations for consistency with the construction documents. Specifically, Griffin will enforce the highest level of quality of workmanship to ensure the City receives the best value for the investment made on behalf of the community.

Compliance with Funding Requirements

With our extensive experience in managing projects with multiple funding sources, Griffin will employ a cost accounting process that captures and tracks all required milestones and/or criteria to maintain compliance with multiple funding sources.

Project Filing System

Griffin will employ a filing system in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM. In addition to this process, we propose the use of our cloud-based document management system called "Submittal Exchange" and have included the cost thereof in our reimbursable expenses. This system is highly customizable, easy to use for both Contractors and Designers alike, and results in a highly detailed comprehensive document management control vehicle.

POST-CONSTRUCTION PHASE

Ready for Inspection

Griffin will ensure that the contractor has completed their work in a manner that is satisfactory to meet all necessary conditions for final inspection.

Punch Walk

Griffin will coordinate the final punch walk of the project to ensure all improvements are per the plans and specifications. Specifically, Griffin will employ a Field Observation Log during the course of construction that will seek to identify quality issues observed by the project team on an ongoing basis. This will serve to function as an ongoing pre-punch list, and therefore help to minimize the issues discovered at the final punch walk. Griffin will also oversee the following punch walks to confirm corrective action is resolved.

Punch List

Once completed, Griffin will issue a comprehensive punch list for completion by the contractor. Griffin will oversee the completion of these items and ensure that all deficiencies and corrections are completed to the satisfaction of the City.



Closeout Documents

Integral to our cloud-based document management system, Submittal Exchange will assemble all guarantees, certifications, affidavits, leases, easement deed, operating and maintenance manuals, warranties, and any other closeout documents. This system will provide a complete digital file for all documents, for future use, as well as maintain cloud-based file for future use.

Final Payment

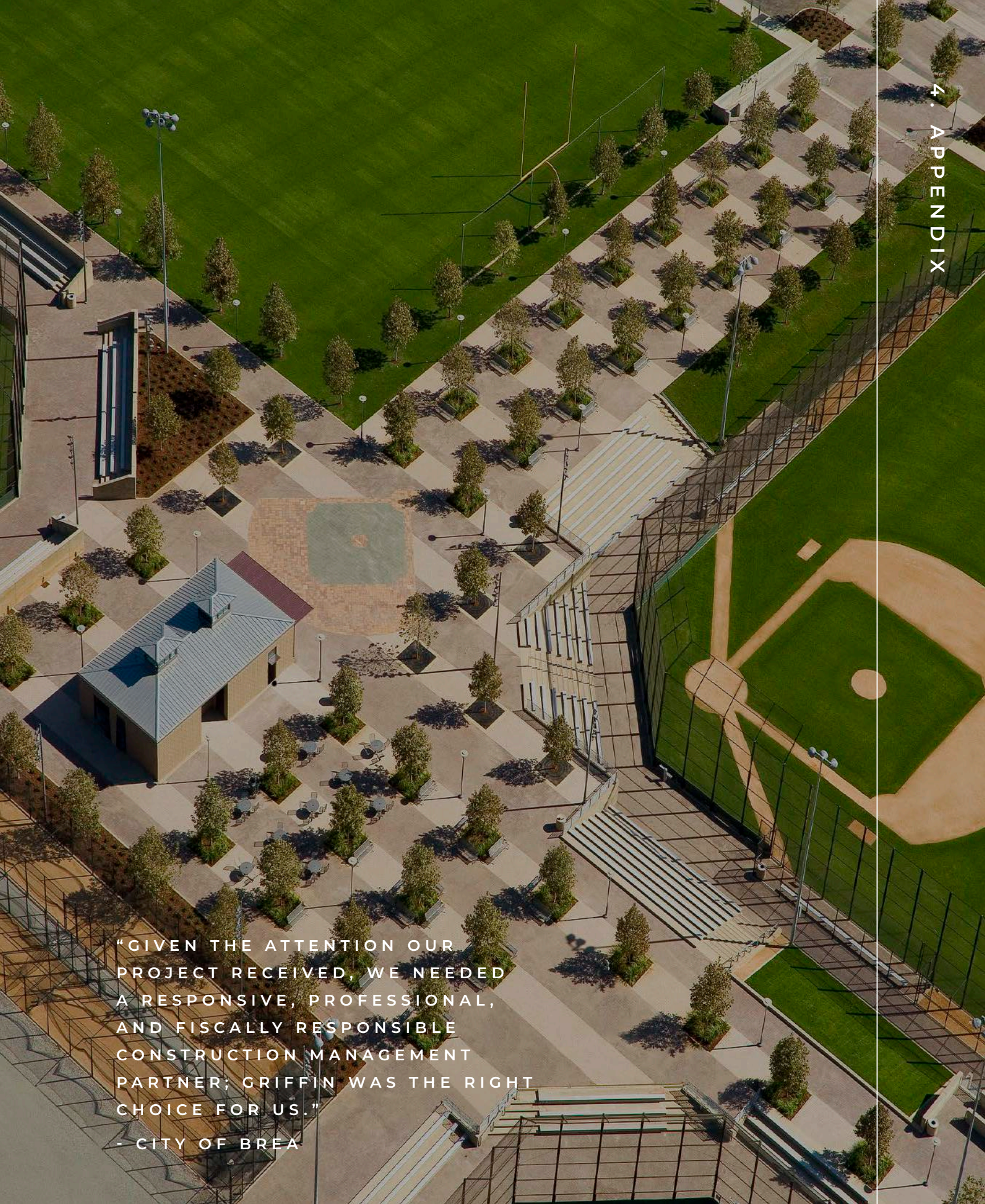
Griffin will review all conditions of the project and will ensure that all criteria are met prior to the execution of the Contractor's final payment.

Final Delivery

Once complete, Griffin will deliver all project files, data, as-builts, and documentation to the City for record purposes.

CONCLUSION

Griffin Structures prides itself on providing unparalleled construction management service. As described above, Griffin will serve as the eyes and ears of the City. Our motto is Excellence in Project Delivery. We achieve this through proper management (avoiding issues in the first place) and clear and concise documentation (for defense and resolution of unavoidable issues). Accordingly, Griffin Structures will provide comprehensive construction management services as detailed in the RFP.



"GIVEN THE ATTENTION OUR PROJECT RECEIVED, WE NEEDED A RESPONSIVE, PROFESSIONAL, AND FISCALLY RESPONSIBLE CONSTRUCTION MANAGEMENT PARTNER; GRIFFIN WAS THE RIGHT CHOICE FOR US."

- CITY OF BREA

EXCEPTIONS

We have reviewed the Agreement of Services for the City of Cypress and have included the proposed exceptions and deviations below.

Article 1, line 3, preference to replace "warrants" with "represents".

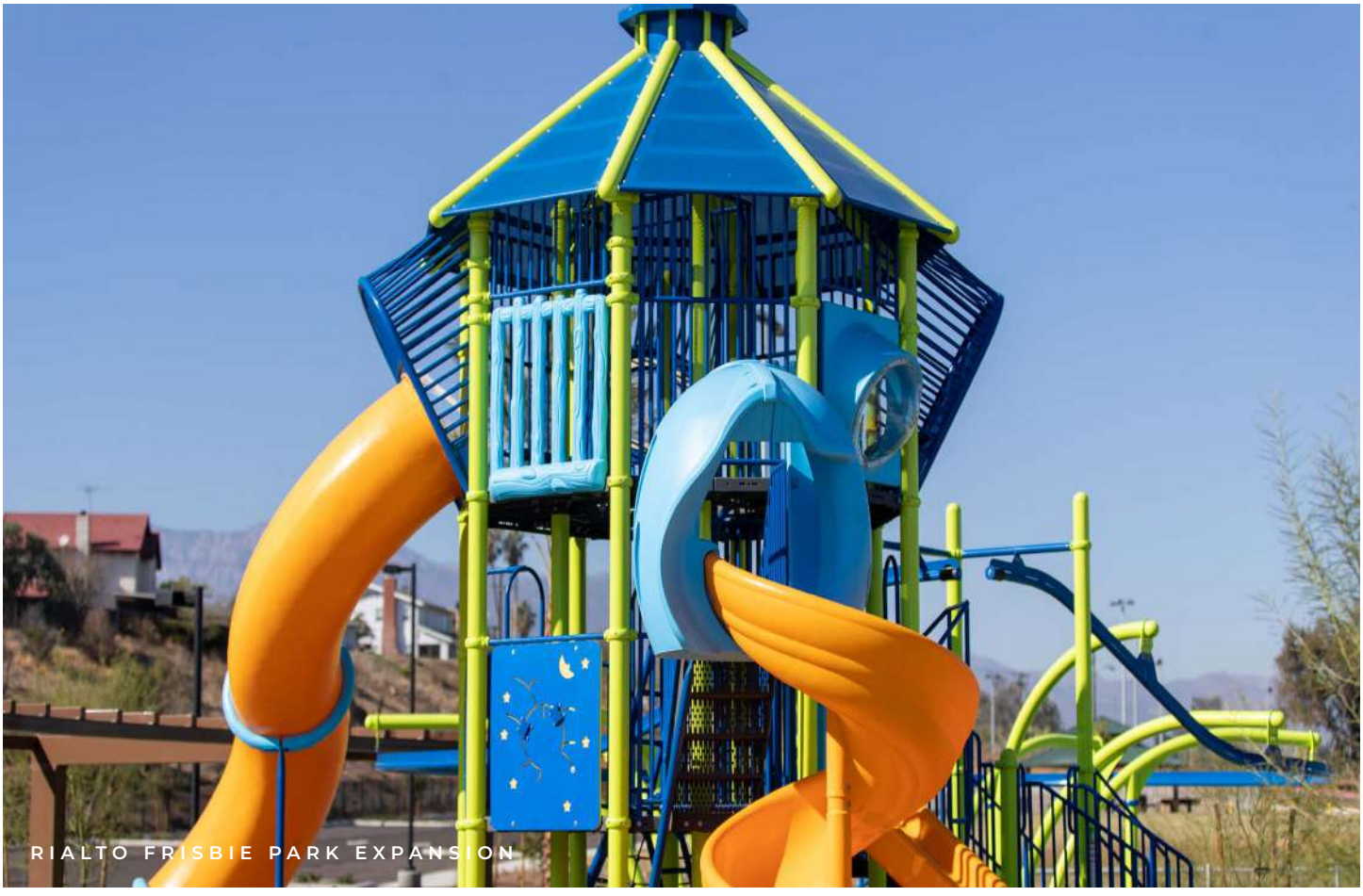
General Insurance Requirements, paragraph one, preference to delete terms "amended", "certified", and "return receipt".

Warranty & Representation of Non-Collusion, preference to change both instances of "warrants and represents" to "represents".

Corporate Authority", replace the term "warrant" with "represent".

We respectfully request, and welcome, the opportunity to review and discuss the above comments with the City of Cypress and its legal council.

Thank you.



RIALTO FRISBIE PARK EXPANSION



LAKE FOREST SPORTS PARK & RECREATION CENTER

SOUTHERN CALIFORNIA OFFICE

1 TECHNOLOGY DRIVE

BUILDING I SUITE 829

IRVINE, CA 92618

949 497 9000

NORTHERN CALIFORNIA OFFICE

1850 WARBURTON AVENUE

SUITE 120

SANTA CLARA, CA 95050

408 955 0431

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **12.**

FROM: Douglas Dancs, Director of Public Works

DATE: 05/23/2022

SUBJECT: **Approve the Purchase of One Replacement Police Vehicle**

RECOMMENDATION

1. Authorize the purchase of one replacement police vehicle, including most upfitting, for $61,060 from Wondries Fleet Group via National Auto Fleet Group through the Sourcewell cooperative purchasing program; and

2. Authorize an appropriation increase of $62,326 in the City's Capital Replacement Fund to purchase and fully upfit the replacement police vehicle; and

3. Authorize a transfer of $51,160 from the General Liability Fund to the City's Capital Replacement Fund for available insurance proceeds received.

DISCUSSION

In May 2021, a Police Interceptor SUV was involved in a traffic collision and after several months was considered a total loss by the City’s insurance provider and $51,160 was received as reimbursement for the loss.

Public Works will purchase a replacement vehicle from Wondries Fleet Group via the National Auto Fleet Group through the Sourcewell cooperative purchasing program. Municipal Code Section 21A-10(e) allows the use of cooperative purchasing programs as a more efficient and cost-effective method of procurement by receiving volume type pricing. Such cooperative agreements provide the same terms and prices offered to other government agencies through a competitive bid process.

The purchase price and all necessary upfitting for one vehicle is $62,326. None of the specialized equipment on the totaled vehicle was salvageable and cannot be used on the replacement vehicle. While most of the necessary upfitting costs will be incorporated into the purchase from Wondries, the vehicle will require some additional aftermarket installation of specialized equipment. The vehicle should arrive within 160 days of initiating the purchase.

BUDGET IMPACT

The total cost to purchase and upfit the replacement vehicle is $62,326. The City received insurance proceeds of $51,160 and the remaining $11,166 is available in the City's Capital Replacement Fund.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Vehicle Cost Estimate With Upfit Bids

Cost Summary

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

March 30, 2022

Mr. Larry Campos
City of Cypress
5275 Orange Ave
Cypress, Ca 90630
Delivery Via Email

Dear Mr. Campos,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Cypress new/unused 2022 Ford Police Interceptor Utility Non-Hybrid responding to your requirement with the attached specifications for $ 36,534.00 plus Upfit, State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAFG. Unit includes Ballistic Doors.

	One Unit MSRP	One Unit	Total Savings	Total Savings
2022 Ford Police Interceptor Utility Non Hybrid	44,155.00	36,534.00	17.26%	7,621.00
Black and White Paint		1,250.00		
Dana Safety Upfit		18,620.00		
Sub Total		56,404.00		
Sales Tax		4,371.31		
Transportation		275.00		
Tire Tax		8.75		
Total		61,059.06		

Terms are net 30 days.
Delivery 120-180 Days ARO
National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
626-457-5590 O / 714-264-1867 C / Buzzard5150@gmail.com



Bid Proposal Sheet

Up-fitting for a 2022 Ford Interceptor SUV Patrol Vehicle

Bid Proposal Sheet Due Date:

Thursday, March 10, 2022 at 10:00 a.m.

Vendor/Contractor Name: Dana Safety Supply, Date: 03/09/2022

Contractor Representative (print), Chris Degioanni

Contractor Representative (signature): 

Item #	Item of Work	Qty	Unit	Unit Price	Total
1	CODE3 (27-30342) 2700 52" MATRIX LIGHTBAR	1	EA	$1600	$1600
2	[Z3SXP-1] CODE 3 Z3 SIREN W SERIAL INTERFACE PBCH W BNSHE	1	EA	$1375	$1375
3	[S13971M] CODE3 SOLAR PANEL	1	EA	$405	$405
4	CODE 3 SWITCHNODE	1	EA	$182	$182
5	[Z3S-OBD-PIUEXP] CODE3 Z3S OBD MODULE/GW MOD HARNESS 16+ PIU / EX	1	EA	$297.50	$297.50
6	[C3900L] CODE SLIMLINE SPEAKER WITH UNIVERSAL "L" BRACKET	2	EA	$165	$330
7	CODE 3 MEGA THIN RED/BLUE CODE 3 ULTMC-RB - MOUNTED UNDER HATCH	2	EA	$88	$176
8	[MR6LBKT] CODE3 90° 'L' shaped bracket (MR6) – MOUNTED IN SIDE CARGO WINDOWS	2	EA	$8	$16
9	[MR6MC-RB] CODE 3 MR6 MULTI-COLOR LIGHT RED/BLUE (1) EACH CARGO WINDOW AND(4) FRONT OF PUSH BUMPER	6	EA	$90	$540
10	[CD9012-PI-BW CODE3 12 LED HIDE-ABLAST-T-LOCK BLUE/WHITE TWIST LOCK	1	EA	$77.75	$77.75
11	[CD9012-PI-RW] CODE 3 12 LED HIDE-ABLAST-T-LOCK BLUE/WHITE	1		$77.75	$77.75
12	[42-3-PRBA-CM] CODE3 CITADEL, EZ 2T, MNT, PIU20, RBA, MATRIX	1	EA	$1154.25	$1154.25
13	[CW0411-WR] CODE 3 400 SERIES COMPARTMENTAL LIGHTS WHITE/RED, 1 MOUNTED IN REAR CARGO AREA, 1 MOUNTED ON REAR HATCH	2	EA	$99	$99
14	[M180SMC-BA] CODE 3 M180 WHITE/RED – MOUNTED UNDER SIDE MIRRORS	2	EA	$117	$234
15	[BSM-BKT-PIU20] CODE 3 BELOW SIDE MIRROR MTG PIU 2020	2	EA	$27	$54

16	[ECVDMLTAL00] SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR - MOUNTED ABOVE CENTER CONSOLE	1	EA	$50	$50
17	[CC-20-UV10-L8] TROY CONSOLE – 2020 FORD PIUV CONSOLE W/10" SLOPE AND 8" OF LEVEL, COMES WITH RELOCATION FOR THE PARKING BRAKE AND OEM, USB RELOCATION	1	EA	$393.12	$393.12
18	[MMSU-1] MAGNETIC MIC SINGLE UNIT CONVERSION KIT	3	EA	$35	$105
19	[75456] SLI STINGER DS HL W/12VDC CHGR (NMH BATTERY) – 800 LUMEN LIGHT OUTPUT	1	EA	$145	$145
20	[AC-INBHG] TRO 4" INTERNAL CONSOLE DUAL CUPHOLDER WITH FIN – CUP HOLDERS HAVE RUBBER FINGERS, REPLACES P/N # AC-INTBH WHICH IS NLA	1	EA	$48	$48
21	[AC-TB-ARMMNT-58] TROY BOLT TO BACK OF CONSOLES	1	EA	$132.50	$132.50
22	[CM-UV20-SL-LED] TROY COMPUTER PACKAGE	1	EA	$460	$460
23	[INV-ES-ORG-FB-PIU20] INNOVATIVE ACCESSORY, ORGANIZER, DUAL FLARE BOX, POLY COATED	1	EA	$394.25	$394.25
24	[INV-ES-FF-ET-PIU20] INNOVATIVE ELECTRONIC STORAGE, FALSE FLOOR, POLY COATED	1	EA	$794	$794
25	[PK1134ITU20TM] SMC FORD PI SUV 2020 1/2 & 1/2	1	EA	$574	$574
26	[QK2141ITU20] SMC FULL REPLACEMENT TRANSPORT SEAT TPO PLASTIC WITH #	1	EA	$1546.25	$1546.25
27	[WK0040ITU20] SMC 3 PC HORIZ REAR CARGO WINDOW BARRIERS 2020	1	EA	$295.25	$295.25
28	[WK0514ITU20] SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT	1	EA	$223.25	$223.25
29	SETINA (BK2102ITU20PB6) - PB450L4 ALUMINUM BUMPER, CODE3 MR6, LIGHT TYPE VARIATION MULTICOLOR, ALL 4 MR6 RED/BLUE	1	EA	$1025.88	$1025.88
30	[OK1304ITU] SMC PUSHBUMPER BIKE RACK	1	EA	$174	$174
31	[GK11211B1USSCAXL] SMC DUAL T-RAIL MOUNT 1 1082E BLAC-RAC, 1 UNIVERSAL XL	1	EA	$727.50	$727.50
32	[AC-CVLTBOX] TRO TRUNK ORGANIZER W/ LOCKABLE GUN LOCKER	1	EA	$689	$689
33	[SC-1] SANTA CRUZ SHOT GUN LOCK	1	EA	$106.25	$106.25
34	[SS0009] PRO GARD SAFESTOP, 2020 PI-UTILITY	1	EA	$153	$153
35	[6001-3001B] CE TH Series Time Delay Relay, 200 A	1	EA	$126.50	$126.50
36	ANTENNA KIT, ANTENNA CABLE & ADAPTER	2	EA	$125	$250
37	[1016B] BLUE SEAS,USB CHARGER	1	EA	$30	$30

38	[CM006385] HAVIS CM006385 HEAVY DUTY GAS SPRING	2	EA	$85	$170
39	[8028B] CE RT FUSE BLOCK 6 POS W/ LED INDICATION, BULK	1	EA	$15	$15
40	[8029B] CE RT FUSE BLOCK 12 POS W/ LED INDICATION, BULK	1	EA	$30	$30
41	[8030B] CE RT SCREW TERMINAL 12 CIRCUIT DUAL LEVEL BUSBAR, BUL	1	EA	$10	$10
42	INSTALL KIT – MISC INSTALLATIONS SUPPLIES [LOOM WIRE, HARDWARE, CONNECTORS, ETC	1	MISC	$185	$185
43	Freight	1		$350	$350
44	INSTALL – DSS INSTALLATION OF EQUIPMENT	1		$2700	$2700

Total Bid (Bid Items #1-44) $18,620.00

NOTES:

1) Contractor shall provide and install materials, purchase of materials, delivery, mobilization, labor, equipment, taxes and all other incidentals necessary to complete the work shall be included in the bid prices. CONTRACTOR SHALL PAY PREVAILING WAGES (MAINTENANCE RELATED) FOR THIS WORK.

2) A contractor that plans to submit a bid for an "O Equivalent" product shall obtain product approval by the City prior to submitting a bid. Otherwise, the specified product shall be provided for as part of the bid price.

3) The awarded contractor shall meet the requirements of and obtain a City of Cypress Business License prior to issuance of a purchase order.

4) All work, including but not limited to: Installation, labor, inspections, testing, and or repairs shall meet manufacture specifications requirements with all necessary parts unless approved by City prior to work commencing.

5) A PDF copy of Contractors bid proposal shall be submitted to Larry Campos, Maintenance Supervisor, via e-mail at lcampos@cypressca.org Bid Proposal Sheet Due Date: Thursday, March 10, 2022 at 10:00 a.m.

Contractor Name: Dana Safety Supply

Bid Proposal Sheet

Up-fitting for a 2022 Ford Interceptor SUV Patrol Vehicle

Bid Proposal Sheet Due Date: March 10, 2022 at 10:00 a.m.

Vendor/Contractor Name: 10-8 Retrofit, Inc., Date: 3/10/2022

Contractor Representative (print), Daniel Keenan

Contractor Representative (signature):

Item #	Item of Work	Qty	Unit	Unit Price	Total
1	CODE3 (27-30342) 2700 52" MATRIX LIGHTBAR	1	EA	$3,272.18	$3,272.18
2	[Z3SXP-1] CODE 3 Z3 SIREN W SERIAL INTERFACE PBCH W BNSHE	1	EA	$1,184.26	$1,184.26
3	[S13971M] CODE3 SOLAR PANEL	1	EA	$429.02	$429.02
4	CODE 3 SWITCHNODE	1	EA	$204.58	$204.58
5	[Z3S-OBD-PIUEXP] CODE3 Z3S OBD MODULE/GW MOD HARNESS 16+ PIU / EX	1	EA	$307.86	$307.86
6	[C3900L] CODE SLIMLINE SPEAKER WITH UNIVERSAL "L" BRACKET	2	EA	$218.48	$436.96
7	CODE 3 MEGA THIN RED/BLUE CODE 3 ULTTC-RBA - MOUNTED UNDER HATCH	2	EA	$112.57	$225.14
8	[MR6LBKT] CODE3 90° 'L' shaped bracket (MR6) – MOUNTED IN SIDE CARGO WINDOWS	2	EA	$7.27	$14.54
9	[MR6MC-RA] CODE 3 MR6 MULTI-COLOR LIGHT RED/BLUE (1) EACH CARGO WINDOW AND(4) FRONT OF PUSH BUMPER	6	EA	$97.16	$582.96
10	[CD9012-PI-BW CODE3 12 LED HIDE-ABLAST-T-LOCK BLUE/WHITE TWIST LOCK	1	EA	$85.00	$85.00
11	[CD9012-PI-RW] CODE 3 12 LED HIDE-ABLAST-T-LOCK BLUE/WHITE	1	EA	$85.00	$85.00
12	[42-3-PRBA-CM] CODE3 CITADEL, EZ 2T, MNT, PIU20, RBA, MATRIX	1	EA	$1,267.00	$1,267.00
13	[CW0411-WR] CODE 3 400 SERIES COMPARTMENTAL LIGHTS WHITE/RED, 1 MOUNTED IN REAR CARGO AREA, 1 MOUNTED ON REAR HATCH	2	EA	$112.05	$224.10
14	[M180SMC-BA] CODE 3 M180 WHITE/RED – MOUNTED UNDER SIDE MIRRORS	2	EA	$126.16	$252.32
15	[BSM-BKT-PIU20] CODE 3 BELOW	2	EA		

Vendor/Contractor Name: Daniel Keenan / 10-8 Retrofit

	SIDE MIRROR MTG PIU 2020			$25.51	$57.02
16	[ECVDMLTAL00] SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR - MOUNTED ABOVE CENTER CONSOLE	1	EA	$204.00	$204.00
17	[CC-20-UV10-L8] TROY CONSOLE – 2020 FORD PIUV CONSOLE W/10" SLOPE AND 8" OF LEVEL, COMES WITH RELOCATION FOR THE PARKING BRAKE AND OEM, USB RELOCATION	1	EA	$368.55	368.55
18	[MMSU-1] MAGNETIC MIC SINGLE UNIT CONVERSION KIT	3	EA	$25.00	$75.00
19	[75456] SLI STINGER DS HL W/12VDC CHGR (NMH BATTERY) – 800 LUMEN LIGHT OUTPUT	1	EA	$184.86	$184.86
20	[AC-INBHG] TRO 4" INTERNAL CONSOLE DUAL CUPHOLDER WITH FIN – CUP HOLDERS HAVE RUBBER FINGERS, REPLACES P/N # AC-INTBH WHICH IS NLA	1	EA	$39.15	$39.15
21	[AC-TB-ARMMNT-58] TROY BOLT TO BACK OF CONSOLES	1	EA	$104.76	$104.76
22	[CM-UV20-SL-LED] TROY COMPUTER PACKAGE	1	EA	$471.82	$471.82
23	[INV-ES-ORG-FB-PIU20] INNOVATIVE ACCESSORY, ORGANIZER, DUAL FLARE BOX, POLY COATED	1	EA	$368.82	$368.82
24	[INV-ES-FF-ET-PIU20] INNOVATIVE ELECTRONIC STORAGE, FALSE FLOOR, POLY COATED	1	EA	$797.81	$797.81
25	[PK1134ITU20TM] SMC FORD PI SUV 2020 1/2 & 1/2	1	EA	$644.96	$644.96
26	[QK2141ITU20] SMC FULL REPLACEMENT TRANSPORT SEAT TPO PLASTIC WITH #	1	EA	$1,574.21	$1,574.21
27	[WK0040ITU20] SMC 3 PC HORIZ REAR CARGO WINDOW BARRIERS 2020	1	EA	$290.58	$290.58
28	[WK0514ITU20] SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT	1	EA	$219.71	$219.71
29	SETINA (BK2102ITU20PB6) - PB450L4 ALUMINUM BUMPER, CODE3 MR6, LIGHT TYPE VARIATION MULTICOLOR, ALL 4 MR6 RED/BLUE	1	EA	$786.71	$786.71
30	[OK1304ITU] SMC PUSHBUMPER BIKE RACK	1	EA	$196.08	$196.08
31	[GK11211B1USSCAXL] SMC DUAL T-RAIL MOUNT 1 1082E BLAC-RAC, 1 UNIVERSAL XL	1	EA	$715.83	$715.83
32	[AC-CVLTBOX] TRO TRUNK ORGANIZER W/ LOCKABLE GUN LOCKER	1	EA	$488.70	$488.70
33	[SC-1] SANTA CRUZ SHOT GUN LOCK	1	EA	$92.98	$92.98
34	[SS0009] PRO GARD SAFESTOP, 2020 PI-UTILITY	1	EA	$143.00	$143.00
35	[6001-3001B] CE TH Series Time Delay Relay, 200 A	1	EA		$120.00

Vendor/Contractor Name: Daniel Keenan / 10-8 Retrofit

				$120.00	
36	ANTENNA KIT, ANTENNA CABLE & ADAPTER	2	EA	$45.00	$90.00
37	[1016B] BLUE SEAS,USB CHARGER	1	EA	$25.00	$25.00
38	[CM006385] HAVIS CM006385 HEAVY DUTY GAS SPRING	2	EA	$58.00	$116.00
39	[8028B] CE RT FUSE BLOCK 6 POS W/ LED INDICATION, BULK	1	EA	$25.00	$25.00
40	[8029B] CE RT FUSE BLOCK 12 POS W/ LED INDICATION, BULK	1	EA	$28.00	$28.00
41	[8030B] CE RT SCREW TERMINAL 12 CIRCUIT DUAL LEVEL BUSBAR, BUL	1	EA	$13.58	$13.58
42	INSTALL KIT – MISC INSTALLATIONS SUPPLIES [LOOM WIRE, HARDWARE, CONNECTORS, ETC	1	LS	$400.00	$400.00
43	REMOVAL OF BELOW LISTED EMERGENCY EQUIPMENT	1	LS	$480.00	$480.00
44	INSTALL DIGITAL SURVEILLANCE SYSTEM (DSS) INSTALLATION OF EQUIPMENT	1	LS	$85.00	$3,825.00

Emergency Equipment to Remove:
Control One Emergency 800MHz Radios & Speakers [Red and Green Channels].
WatchGuard Video MAV System & (3) Cameras.
City Owned Hardware and Computer Mounting Docks.
City Owned Wiring: Electrical, Computer, Data Cable.
Remove all wires, connectors, harnesses, from rear cargo area disconnecting from battery.

Total Bid (Bid Items #1-44) $21,496.10

NOTES:

1) Contractor shall deliver to the City one fully upfitted and operational patrol vehicle within one (1) month after receiving the parts necessary to complete the work. Failure of the contractor to deliver a fully upfitted and operational vehicle within one (1) month after receiving parts shall result in the City paying the contractor $100 less per week until such time the vehicle is delivered.
2) This Proposal Bid Sheet shall be submitted to Larry Campos, Maintenance Supervisor, via e-mail at lcampos@cypressca.org by the due date of March 10, 2022 at 10:00 a.m.

Vendor/Contractor Name: Daniel Keenan / 10-8 Retrofit

Bid Proposal Sheet

Up-fitting for a 2022 Ford Interceptor SUV Patrol Vehicle

Bid Proposal Sheet Due Date: March 10, 2022 at 10:00 a.m.

Vendor/Contractor Name: WEST COAST LIGHTS & SIRENS, Date: 3/10/2022

Contractor Representative (print), MITCHEL GONZALEZ

Contractor Representative (signature): Mitchel Gonzalez

Item #	Item of Work	Qty	Unit	Unit Price	Total
1	CODE3 (27-30342) 2700 52" MATRIX LIGHTBAR	1	EA	$2,896.96	$2,896.96
2	[Z3SXP-1] CODE 3 Z3 SIREN W SERIAL INTERFACE PBCH W BNSHE	1	EA	$ 718.75	$ 718.75
3	[S13971M] CODE3 SOLAR PANEL	1	EA	$ 380.82	$ 380.82
4	CODE 3 SWITCHNODE	1	EA	$ 126.37	$ 126.37
5	[Z3S-OBD-PIUEXP] CODE3 Z3S OBD MODULE/GW MOD HARNESS 16+ PIU / EX	1	EA	$ 180.00	$ 180.00
6	[C3900L] CODE SLIMLINE SPEAKER WITH UNIVERSAL "L" BRACKET	2	EA	$ 141.55	$ 283.10
7	CODE 3 MEGA THIN RED/BLUE CODE 3 ULTTC-RBA - MOUNTED UNDER HATCH	2	EA	$ 81.89	$ 163.78
8	[MR6LBKT] CODE3 90° 'L' shaped bracket (MR6) – MOUNTED IN SIDE CARGO WINDOWS	2	EA	$ 10.93	$ 21.86
9	[MR6MC-RA] CODE 3 MR6 MULTI-COLOR LIGHT RED/BLUE (1) EACH CARGO WINDOW AND(4) FRONT OF PUSH BUMPER	6	EA	$ 75.00	$ 450.00
10	[CD9012-PI-BW CODE3 12 LED HIDE-ABLAST-T-LOCK BLUE/WHITE TWIST LOCK	1	EA	$ 66.00	$ 66.00
11	[CD9012-PI-RW] CODE 3 12 LED HIDE-ABLAST-T-LOCK BLUE/WHITE	1	EA	$ 66.00	$ 66.00
12	[42-3-PRBA-CM] CODE3 CITADEL, EZ 2T, MNT, PIU20, RBA, MATRIX	1	EA	$ 966.46	$ 966.46
13	[CW0411-WR] CODE 3 400 SERIES COMPARTMENTAL LIGHTS WHITE/RED, 1 MOUNTED IN REAR CARGO AREA, 1 MOUNTED ON REAR HATCH	2	EA	$ 103.84	$ 207.68

Vendor/Contractor Name: WEST COAST LIGHTS & SIRENS

14	[M180SMC-BA] CODE 3 M180 WHITE/RED – MOUNTED UNDER SIDE MIRRORS	2	EA	$ 73.88	$ 147.76
15	[BSM-BKT-PIU20] CODE 3 BELOW SIDE MIRROR MTG PIU 2020	2	EA	$ 23.01	$ 46.02
16	[ECVDMLTAL00] SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR - MOUNTED ABOVE CENTER CONSOLE	1	EA	$ 53.24	$ 53.24
17	[CC-20-UV10-L8] TROY CONSOLE – 2020 FORD PIUV CONSOLE W/10" SLOPE AND 8" OF LEVEL, COMES WITH RELOCATION FOR THE PARKING BRAKE AND OEM, USB RELOCATION	1	EA	$ 353.80	$ 353.80
18	[MMSU-1] MAGNETIC MIC SINGLE UNIT CONVERSION KIT	3	EA	$ 28.08	$ 84.24
19	[75456] SLI STINGER DS HL W/12VDC CHGR (NMH BATTERY) – 800 LUMEN LIGHT OUTPUT	1	EA	$ 145.18	$ 145.18
20	[AC-INBHG] TRO 4" INTERNAL CONSOLE DUAL CUPHOLDER WITH FIN – CUP HOLDERS HAVE RUBBER FINGERS, REPLACES P/N # AC-INTBH WHICH IS NLA	1	EA	$ 40.72	$ 40.72
21	[AC-TB-ARMMNT-58] TROY BOLT TO BACK OF CONSOLES	1	EA	$ 232.80	$ 232.80
22	[CM-UV20-SL-LED] TROY COMPUTER PACKAGE	1	EA	$ 452.95	$ 452.95
23	[INV-ES-ORG-FB-PIU20] INNOVATIVE ACCESSORY, ORGANIZER, DUAL FLARE BOX, POLY COATED	1	EA	$ 480.00	$ 480.00
24	[INV-ES-FF-ET-PIU20] INNOVATIVE ELECTRONIC STORAGE, FALSE FLOOR, POLY COATED	1	EA	$ 655.06	$ 655.06
25	[PK1134ITU20TM] SMC FORD PI SUV 2020 1/2 & 1/2	1	EA	$ 643.24	$ 643.24
26	[QK2141ITU20] SMC FULL REPLACEMENT TRANSPORT SEAT TPO PLASTIC WITH #	1	EA	$ 1,570.00	$1,570.00
27	[WK0040ITU20] SMC 3 PC HORIZ REAR CARGO WINDOW BARRIERS 2020	1	EA	$ 289.81	$ 289.81
28	[WK0514ITU20] SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT	1	EA	$ 219.13	$ 219.13
29	SETINA (BK2102ITU20PB6) - PB450L4 ALUMINUM BUMPER, CODE3 MR6, LIGHT TYPE VARIATION MULTICOLOR, ALL 4 MR6 RED/BLUE	1	EA	$ 1,533.47	$1,533.47
30	[OK1304ITU] SMC PUSHBUMPER BIKE RACK	1	EA	$ 245.00	$ 245.00
31	[GK11211B1USSCAXL] SMC DUAL T-RAIL MOUNT 1 1082E BLAC-RAC, 1 UNIVERSAL XL	1	EA	$ 713.93	$ 713.93
32	[AC-CVLTBOX] TRO TRUNK ORGANIZER W/ LOCKABLE GUN LOCKER	1	EA	$ 470.00	$ 470.00
33	[SC-1] SANTA CRUZ SHOT GUN LOCK	1	EA	$ 88.65	$ 88.65
34	[SS0009] PRO GARD SAFESTOP, 2020 PI-UTILITY	1	EA	$ 159.12	$ 159.12

Vendor/Contractor Name: WEST COAST LIGHTS & SIRENS

35	[6001-3001B] CE TH Series Time Delay Relay, 200 A	1	EA	$ 101.54	$ 101.54
36	ANTENNA KIT, ANTENNA CABLE & ADAPTER	2	EA	$ 15.50	$ 31.00
37	[1016B] BLUE SEAS,USB CHARGER	1	EA	$ 18.33	$ 18.33
38	[CM006385] HAVIS CM006385 HEAVY DUTY GAS SPRING	2	EA	$ 63.62	$ 127.24
39	[8028B] CE RT FUSE BLOCK 6 POS W/ LED INDICATION, BULK	1	EA	$ 21.57	$ 21.57
40	[8029B] CE RT FUSE BLOCK 12 POS W/ LED INDICATION, BULK	1	EA	$ 33.91	$ 33.91
41	[8030B] CE RT SCREW TERMINAL 12 CIRCUIT DUAL LEVEL BUSBAR, BUL	1	EA	$ -	$ -
42	INSTALL KIT – MISC INSTALLATIONS SUPPLIES [LOOM WIRE, HARDWARE, CONNECTORS, ETC	1	LS	$ 735.00	$ 735.00
43	REMOVAL OF BELOW LISTED EMERGENCY EQUIPMENT	1	LS	$ 500.00	$ 500.00
44	INSTALL DIGITAL SURVEILLANCE SYSTEM (DSS) INSTALLATION OF EQUIPMENT	1	LS	$ 5,400.00	$5,400.00

Emergency Equipment to Remove:
Control One Emergency 800MHz Radios & Speakers [Red and Green Channels].
WatchGuard Video MAV System & (3) Cameras.
City Owned Hardware and Computer Mounting Docks.
City Owned Wiring: Electrical, Computer, Data Cable.
Remove all wires, connectors, harnesses, from rear cargo area disconnecting from battery.

Total Bid (Bid Items #1-44): $22,120.49 NOT INCLUDING TAX

NOTES:

1) Contractor shall deliver to the City one fully upfitted and operational patrol vehicle within one (1) month after receiving the parts necessary to complete the work. Failure of the contractor to deliver a fully upfitted and operational vehicle within one (1) month after receiving parts shall result in the City paying the contractor $100 less per week until such time the vehicle is delivered.
2) This Proposal Bid Sheet shall be submitted to Larry Campos, Maintenance Supervisor, via e-mail at lcampos@cypressca.org by the due date of March 10, 2022 at 10:00 a.m.

Vendor/Contractor Name: WEST COAST LIGHTS & SIRENS

Bid Proposal Sheet

Up-fitting for a 2022 Ford Interceptor SUV Patrol Vehicle

Bid Proposal Sheet **Due** Date: **March 10, 2022 at 10:00 a.m.**

Vendor/Contractor Name: Commline inc. , Date: 03/09/22

Contractor **Representative** (print), Joseph Shin

Contractor Representative (signature): Joseph Shin

Item #	Item of Work	Qty	Unit	Unit Price	Total
1	CODE3 (27-30342) 2700 52" MATRIX LIGHTBAR	1	EA	4208.98	*4208.98*
2	[Z3SXP-1] CODE 3 Z3 SIREN W SERIAL INTERFACE PBCH W BNSHE	1	EA	1043.83	*1043.83*
3	[S13971M] CODE3 SOLAR PANEL	1	EA	*Included*	*included*
4	CODE 3 SWITCHNODE	1	EA	264.67	*264.67*
5	[Z3S-OBD-PIUEXP] CODE3 Z3S OBD MODULE/GW MOD HARNESS 16+ PIU / EX	1	EA	276.11	276.11
6	[C3900L] CODE SLIMLINE SPEAKER WITH UNIVERSAL "L" BRACKET	2	EA	*235.04*	470.07
7	CODE 3 MEGA THIN RED/BLUE CODE 3 ULTTC-RBA - MOUNTED UNDER HATCH	2	EA	*155.56*	311.12
8	[MR6LBKT] CODE3 90° 'L' shaped bracket (MR6) – MOUNTED IN SIDE CARGO WINDOWS	2	EA	*10.10*	20.20
9	[MR6MC-RA] CODE 3 MR6 MULTI-COLOR LIGHT RED/BLUE (1) EACH CARGO WINDOW AND(4) FRONT OF PUSH BUMPER	6	EA	*105.73*	634.38
10	[CD9012-PI-BW CODE3 12 LED HIDE-ABLAST-T-LOCK BLUE/WHITE TWIST LOCK	1	EA	*84.18*	84.18
11	[CD9012-PI-RW] CODE 3 12 LED HIDE-ABLAST-T-LOCK BLUE/WHITE	1		*84.18*	84.18
12	[42-3-PRBA-CM] CODE3 CITADEL, EZ 2T, MNT, PIU20, RBA, MATRIX	1	EA	*983.89*	983.89
13	[CW0411-WR] CODE 3 400 SERIES COMPARTMENTAL LIGHTS WHITE/RED, 1 MOUNTED IN REAR CARGO AREA, 1 MOUNTED ON REAR HATCH	2	EA	*99.13*	198.26

Vendor/Contractor Name: Commline inc.

14	[M180SMC-BA] CODE 3 M180 WHITE/RED – MOUNTED UNDER SIDE MIRRORS	2	EA	*105.73*	211.46
15	[BSM-BKT-PIU20] CODE 3 BELOW SIDE MIRROR MTG PIU 2020	2	EA	*42.43*	84.86
16	[ECVDMLTAL00] SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR - MOUNTED ABOVE CENTER CONSOLE	1	EA	*155.56*	155.56
17	[CC-20-UV10-L8] TROY CONSOLE – 2020 FORD PIUV CONSOLE W/10" SLOPE AND 8" OF LEVEL, COMES WITH RELOCATION FOR THE PARKING BRAKE AND OEM, USB RELOCATION	1	EA	*490.26*	490.26
18	[MMSU-1] MAGNETIC MIC SINGLE UNIT CONVERSION KIT	3	EA	*38.39*	115.16
19	[75456] SLI STINGER DS HL W/12VDC CHGR (NMH BATTERY) – 800 LUMEN LIGHT OUTPUT	1	EA	*209.06*	209.06
20	[AC-INBHG] TRO 4" INTERNAL CONSOLE DUAL CUPHOLDER WITH FIN – CUP HOLDERS HAVE RUBBER FINGERS, REPLACES P/N # AC-INTBH WHICH IS NLA	1	EA	*55.90*	55.90
21	[AC-TB-ARMMNT-58] TROY BOLT TO BACK OF CONSOLES	1	EA	*174.42*	174.42
22	[CM-UV20-SL-LED] TROY COMPUTER PACKAGE	1	EA	*627.64*	627.64
23	[INV-ES-ORG-FB-PIU20] INNOVATIVE ACCESSORY, ORGANIZER, DUAL FLARE BOX, POLY COATED	1	EA	*397.33*	397.33
24	[INV-ES-FF-ET-PIU20] INNOVATIVE ELECTRONIC STORAGE, FALSE FLOOR, POLY COATED	1	EA	*859.64*	859.64
25	[PK1134ITU20TM] SMC FORD PI SUV 2020 1/2 & 1/2	1	EA	*816.76*	816.76
26	[QK2141ITU20] SMC FULL REPLACEMENT TRANSPORT SEAT TPO PLASTIC WITH #	1	EA	*1729.27*	1729.27
27	[WK0040ITU20] SMC 3 PC HORIZ REAR CARGO WINDOW BARRIERS 2020	1	EA	*392.49*	392.49
28	[WK0514ITU20] SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT	1	EA	*307.64*	307.64
29	SETINA (BK2102ITU20PB6) - PB450L4 ALUMINUM BUMPER, CODE3 MR6, LIGHT TYPE VARIATION MULTICOLOR, ALL 4 MR6 RED/BLUE	1	EA	*1115.77*	1115.77
30	[OK1304ITU] SMC PUSHBUMPER BIKE RACK	1	EA	*294.85*	294.85
31	[GK11211B1USSCAXL] SMC DUAL T-RAIL MOUNT 1 1082E BLAC-RAC, 1 UNIVERSAL XL	1	EA	*1076.03*	1076.03
32	[AC-CVLTBOX] TRO TRUNK ORGANIZER W/ LOCKABLE GUN LOCKER	1	EA	*578.36*	578.36
33	[SC-1] SANTA CRUZ SHOT GUN LOCK	1	EA	*142.65*	142.65
34	[SS0009] PRO GARD SAFESTOP, 2020 PI-UTILITY	1	EA	*319.76*	319.76

Vendor/Contractor Name: Commline inc.

35	[6001-3001B] CE TH Series Time Delay Relay, 200 A	1	EA	*159.85*	159.85
36	ANTENNA KIT, ANTENNA CABLE & ADAPTER	2	EA	*41.54*	83.08
37	[1016B] BLUE SEAS,USB CHARGER	1	EA	*44.58*	44.58
38	[CM006385] HAVIS CM006385 HEAVY DUTY GAS SPRING	2	EA	*104.01*	208.02
39	[8028B] CE RT FUSE BLOCK 6 POS W/ LED INDICATION, BULK	1	EA	*25.86*	25.86
40	[8029B] CE RT FUSE BLOCK 12 POS W/ LED INDICATION, BULK	1	EA	*47.19*	47.19
41	[8030B] CE RT SCREW TERMINAL 12 CIRCUIT DUAL LEVEL BUSBAR, BUL	1	EA	*14.99*	14.99
42	INSTALL KIT – MISC INSTALLATIONS SUPPLIES [LOOM WIRE, HARDWARE, CONNECTORS, ETC	1	LS	*250.00*	250.00
43	REMOVAL OF BELOW LISTED EMERGENCY EQUIPMENT	1	LS	*700.00*	700.00
44	INSTALL DIGITAL SURVEILLANCE SYSTEM (DSS) INSTALLATION OF EQUIPMENT	1	LS	*3325.00*	3325.00

Emergency Equipment to Remove:
Control One Emergency 800MHz Radios & Speakers [Red and Green Channels].
WatchGuard Video MAV System & (3) Cameras.
City Owned Hardware and Computer Mounting Docks.
City Owned Wiring: Electrical, Computer, Data Cable.
Remove all wires, connectors, harnesses, from rear cargo area disconnecting from battery.

Total Bid (Bid Items #1-44) $24,073.25 TAX AND FREIGHT BUILT INTO PRICING

NOTES:

1) Contractor shall deliver to the City one fully upfitted and operational patrol vehicle within one (1) month after receiving the parts necessary to complete the work. Failure of the contractor to deliver a fully upfitted and operational vehicle within one (1) month after receiving parts shall result in the City paying the contractor $100 less per week until such time the vehicle is delivered.
2) This Proposal Bid Sheet shall be submitted to Larry Campos, Maintenance Supervisor, via e-mail at lcampos@cypressca.org by the due date of March 10, 2022 at 10:00 a.m.

Vendor/Contractor Name: Commline inc.

Estimate

Date	Estimate #
1/20/2022	778

LINE-X of Orange County
1104 W. Collins Ave.
Orange, CA 92867
Email: LineXOC@gmail.com
Phone:714-744-8428 Fax:714-632-5757

Customer Name:
City of Cypress 5275 Orange Ave Cypress, CA 90630 714-229-6769

Project	Terms	Quoted By:
Police Hoods	Net 30	Noah

Item	Description	Quantity	Price Each	Amount
RLM	LINE-X Application to Hood		300.00	300.00
RMMPRE	LINE-X Material for Hood, Premium		200.00	200.00T
			Subtotal	$500.00
			Sales Tax (7....	$15.50
			Total	$515.50

Please contact us to schedule work or to make changes to this estimate. This estimate is subject to change. An invoice will be created upon job completion. All invoices must be paid in accordance with the terms listed above. Please reference this estimate number on all correspondence.

Full Sail Graphics & Marketing
15632 Product Lane, Ste. A
Huntington Beach, CA 92649
(714) 451-8428
Peterb@fullsailgraphics.com
www.fullsailgraphics.com

Estimate

ADDRESS
Larry Campos
City of Cypress
5285 Cypress St.
Cypress,
Cypress, CA 90630

SHIP TO
Larry Campos
City of Cypress
5285 Cypress St.
Cypress,
Cypress, CA 90630

ESTIMATE # 126-2299
DATE 01/20/2022
EXPIRATION DATE 07/31/2022

SHIP VIA
Field Install

ACTIVITY	QTY	RATE	AMOUNT
Digital Print Cypress Police Graphics Kit for Ford Explorer Includes Door Logos, Uni Numbers, Roof Graphics, Flag and rear graphics	1	325.00	325.00T
Installation Labor Install Graphics for Multiple units or shop install	1	300.00	300.00
Installation Labor trip charge for single unit at Cypress location	1	100.00	100.00

SUBTOTAL	725.00
TAX	25.19
TOTAL	**$750.19**

Accepted By

Accepted Date

Cost Breakdown Summary

Wondries Fleet Group Cost	
Replacement Vehicle	$36,534
Paint	$1,250
Upfit	$18,620
Taxes and Transportation	$4,656
Total	**$61,060**
Other Upfitting Cost	
Line-X of Orange County Remaining Upfit Cost	$516
Full Sail Graphics & Marketing Remaining Upfit Cost	$750
Total	**$1,266**
Replacement Cost	
Vehicle	$42,440
Upfit	$19,886
Total	**$62,326**
Insurance Reimbursement	
Vehicle	$32,440
Upfit	$18,720
Total	**$51,160**
Remaining Cost	
Vehicle	$10,000
Upfit	$1,166
TOTAL REPLACEMENT COST TO CITY	**$11,166**

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **13.**

FROM: Douglas Dancs, Director of Public Works

DATE: 05/23/2022

SUBJECT: **Approve a Task Order for the Senior Center Interior Improvements Design, Project 290**

RECOMMENDATION

Approve a Task Order to BOA Architecture for $31,500 for architectural design services and authorize a contingency of $4,700.

DISCUSSION

The Senior Center was constructed in 1993. It is approximately 15,500 square feet and has gone through several improvements over the years, the latest being the restroom remodel in 2021 and the atrium skylight replacement, roof replacement and heating and air conditioning in 2019.

Public Works worked with Recreation and Community Services to develop the project scope to improve the remaining portions of the facility. The recommended task order provides for design services to address various interior improvements, including new paint, flooring, carpeting, lighting and ceilings throughout the building, removal of unused sinks in various rooms to provide space and usability, staining of all doors, kitchen upgrades, a reconfigured reception desk, and other miscellaneous improvements to provide an updated and modern look.

BOA Architecture is the City's on-call architect and has completed multiple city projects including the recently completed Senior Center and Maintenance Yard restroom improvements. Public Works negotiated the scope of work, fee, and project schedule for a task order to provide design plans and specifications. The plans are expected to be complete by September 2022.

BUDGET IMPACT

The estimated design cost, including contingency, is $36,200 and sufficient project amounts are budgeted in the Recreation and Park District General Fund.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Task Order

BOA Architecture
Government Services

1511 Cota Avenue
Long Beach, CA 90813
Telephone: 562-912-7900
Telephone: 310-832-2681

www.boaarchitecture.com

May 5, 2022

Alexandru Bangean, P.E.
Project Manager
City of Cypress
Public Works Department
5275 Orange Avenue
Cypress, CA 90630

Subject: Task Order for Architectural Services, Senior Center Interior Improvements, Project 290

Dear Mr. Bangean:

Based on our meeting and site walk-thru, we are pleased to submit our Scope of Work and Fee Proposal for design documents sufficient for building permit and bidding to contractor(s). Our scope is outlined in the attached Scope of Services.

If you should have any questions, please feel free to give me a call at (562)-912-7900.

Sincerely,

BOA Architecture

Lok Ng

Edward Lok Ng, Architect, LEED AP

President

Attachment "A" - Scope of Services

Attachment "B" - Schedule of Compensation

Attachment A

Scope of Services

The Scope of Work for Senior Center Interior Improvements, Project 290, is as follows:

Scope of Work

1. Site visit to confirm interior dimensions, photos, site observation
2. Provide Architectural services for interior improvements and repairs.
3. Secure all relevant City plan check and building permit approvals.
4. Work with City staff to provide itemized cost for each area of work to allow the City to select and prioritize the areas of work.
    a. Kitchen:
        - Base items: Wall repairs, paint, epoxy floor, chair rails protection, hardware, new lockable cabinet doors for existing under counter open shelves and other miscellaneous items.
        - Additive items: kitchen equipment, replace steam table and other miscellaneous items.
    b. Multi-Use Rooms:
        - Base items: Wall repairs, paint, chair rails protection, ceiling tiles, lighting, repair operable partition wall, hardware and other miscellaneous items.
        - Additive items: floor, replace two exit doors and other miscellaneous items.
    c. Lobby:
        - Base items: carpet, new front desk configuration, refinish & stain automatic doors, refinish & stain doors, refinish & stain existing display case and other miscellaneous items.
        - Additive items: refinish & stain baseboards and other miscellaneous items.
    d. General:
        - Wall repairs, paint, floors, replace ceiling tiles throughout the facility, lights, re-stain doors and wood trim, replace countertop (Craft Room) and other miscellaneous items.
        - Additive items: reface existing cabinets (Admin Office), upgrade gym floor to rubber rolls, remove carpet walls and repair, room conversion and other miscellaneous items.
5. Provide cost estimate
6. Provide PS&E (Plans, Specs, Estimate) for Public Works bidding to contractors
7. Provide submittals for review at 40%, 90%, 100% completion.

Construction Support

1. Pre-bid meeting
2. Provide answers to RFI’s and submittals.
3. Construction Support is limited to amount stated in fee spreadsheet.

Attachment B

Schedule of Compensation

TASK	ROLE	Hours	Rate	Cost
PRE-DESIGN	*Project Manager*	8	$150	$ 1,200
	Senior Designer	16	$110	$ 1,760
ARCHITECTURAL SCHEMATIC DESIGN	*Project Manager*	26	$150	$ 3,900
	Senior Designer	30	$110	$ 3,300
ENGINEERING and EXPENSES	*Prints, mailing, misc.*			$ 240
ARCHITECTURAL CONSTRUCTION DOCUMENTS	*Project Manager*	48	$150	$ 7,200
	Senior Designer	110	$110	$ 12,100
CONSTRUCTION SUPPORT	*Project Manager*	12	$150	$ 1,800
		Total		**$31,500**

Assumptions Used:

1. Construction Administration is limited to amount of hours indicated.
2. BOA will provide blueprints for Client meeting & submittals to Building & Safety Department
3. The Owner will provide accurate as-built drawings
4. Client will be responsible for procurement of an asbestos/environmental report if required.
5. Client will provide all printing for bidding purposes to Contractors, BOA to provide Construction Documents in PDF

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **14.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 05/23/2022

SUBJECT: **Receive and File the Five-Year Technology Master Plan**

RECOMMENDATION

Receive and file the Five-Year Technology Master Plan for FY 2022-23 through FY 2026-27.

DISCUSSION

The Technology Master Plan (Plan) provides a technology investment blueprint for the City and Recreation and Park District. The Plan categorizes and prioritizes technology projects for implementation over the next five years. It is updated and presented to the City Council annually in conjunction with the budget.

The Plan for FY 2022-23 through FY 2026-27 remains focused on replacing in-person and paper services with new digital online services, as well as implementing additional accessibility services for the public. Online services have become a commonplace business standard that offer time savings and efficiencies benefiting both the public and City. Additionally, the Plan continues the City's practice regarding the timely replacement of technological infrastructure. These infrastructure replacements, along with strong cybersecurity defenses, ensure the City remains protected and operations can continue uninterrupted.

Projects completed, or currently underway, from the Plan approved in conjunction with the FY 2021-22 budget include:

- Firewall and Network Security Appliance Replacement
- A New Mobile Data Computer for the Maintenance Division
- Replacement of Police Vehicle Mobile Data Computers
- Senior Center Lab Computers Replacement
- Website Enhancements

Recommended Plan projects for FY 2022-23 include:

- City Facility and Parks Security Survey
- City Facility Copier Fleet Replacement

- Closed Captioning for City Council Meeting Streams
- Data Center Infrastructure Replacement
- In-Car Video Replacement for Police Vehicles
- Online Public Records Request System
- Online Zoning and Land Planning System
- Voice over IP Network (VoIP) Phone System
- Website Enhancements

BUDGET IMPACT

The FY 2022-23 Proposed Budget incorporates the $906,000 of technology investments included in the first year of the Plan. The Plan funding uses $155,000 of set-asides in the Technology Investment Fund, $151,000 from the City's General Fund, $565,000 of accumulated City and District replacement funds, and $35,000 of restricted Public Education Grant (PEG) monies.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Technology Master Plan - FY 2022-23 through FY 2026-27

City of Cypress
Technology Master Plan



For the Five Years of
FY 2022-23 through FY 2026-27

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INTRODUCTION

Honorable Mayor and Members of the City Council,

We are pleased to present the City's five-year Technology Master Plan. The Plan provides a blueprint for technology investments; much like the Capital Improvement Program (CIP) does for facilities and infrastructure. It also aims to enable the City to enhance the delivery of core municipal services to our community and to promote organizational effectiveness.

The Technology Master Plan projects are funded through a variety of sources including the City's Technology Investment Fund, which was established to provide start-up capital for new technology projects. Additionally, there are accumulated replacement funds set aside (largely from the General Fund) and some restricted monies (such as grants) which are available for the replacement of existing technology. The proposed Technology Master Plan calls for investing $155,000 from the Technology Investment Fund, $565,000 from Accumulated Replacement Funds, $151,000 from the General Fund, and $35,000 from Public Education Grant Monies in FY 2022-23.

The technology projects are classified into four categories:

- Customer service projects, which enhance the City's abilities to serve its customers.
- Organizational efficiency/transparency projects, which provide internal process efficiencies and enhance access to records and information through the City's website.
- Technology infrastructure projects, which provide for the replacement of vital existing equipment and invest in future needs.
- Unfunded future projects (if any) are of interest for staff and may be submitted to the City Council for future consideration. These projects may have significant funding requirements and/or legal barriers to consider prior to inclusion as a funded project in the first year of future Technology Master Plans.

Although the pandemic continues to dissipate, and in-person services have resumed, offering additional contactless and online service offerings to the public remains a high priority. These offerings represent a convenience and time savings to the public, as well as efficiencies for staff. Therefore, the focus of the plan remains on providing high service levels through additional customer service and organizational efficiency projects. We have prioritized projects this year that meet these goals, which include an online public records request system and an online zoning and land planning system. In addition, the city's phone system will be replaced this year to enhance the reliability and availability of services by phone to the public.

Cybersecurity continues to be an area of focus as attacks on municipalities continue to rise each year. Implementing additional cybersecurity safeguards and maintaining updated technology infrastructure are important to keeping a strong defense from ongoing attacks. Projects to meet this goal are incorporated into this plan. Continued funding to the plan is crucial to ensure resources are available to make continued improvements to the City's cybersecurity wherever possible. We look forward to the successful implementation of these projects, and appreciate the City Council's vision and ongoing commitment to the investment in the Technology Master Plan.

FIGURE 1: TECHNOLOGY PROJECTS INITIAL OUTLAY INVESTMENTS

Project Description	2022-23	2023-24	2024-25	2025-26	2026-27	5-Year
CUSTOMER SERVICE PROJECTS						
Closed Captioning for Council Meeting Streams	$ 35,000	$ -	$ -	$ -	$ -	$ 35,000
Online Public Records Request System	1,000	-	-	-	-	1,000
Online Zoning and Land Planning System	35,000	-	-	-	-	35,000
Website Enhancements	50,000	-	-	-	-	50,000
Customer Service Subtotal =	**$ 121,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 121,000**
ORGANIZATIONAL EFFICIENCY/TRANSPARENCY PROJECTS						
Maintenance Mgmt & Asset Software System	$ -	$ 152,000	$ -	$ -	$ -	$ 152,000
Online Paperless Agenda Management Platform	-	13,000	-	-	-	13,000
Online Video Streaming Services	-	20,000	-	-	-	20,000
Org Efficiency/Transparency Subtotal =	**$ -**	**$ 185,000**	**$ -**	**$ -**	**$ -**	**$ 185,000**
TECHNOLOGY INFRASTRUCTURE PROJECTS						
City Facility and Parks Security Survey	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000
City Facility Conference Room AudioVisual	-	-	-	-	30,000	30,000
City Facility Copier Fleet Replacement	80,000	-	-	-	-	80,000
City Facility Wi-Fi Replacement	-	-	36,000	-	-	36,000
Community Center AudioVisual Enahncements	-	-	-	100,000	-	100,000
Data Center Infrastructure Replacement	235,000	-	-	-	-	235,000
Desktop/Laptop Computer Replacements	-	220,000	-	-	-	220,000
Firewall - Network Security Appliance Replacement	-	-	-	-	40,000	40,000
In-Car Video Replacement for Police Vehicles	200,000	-	-	-	-	200,000
Network Switches Replacement	-	37,500	-	-	-	37,500
Police Vehicle Mobile Data Computers Replacement	-	-	-	-	250,000	250,000
RCS Large Format Plotters	-	-	-	-	8,000	8,000
Senior Center AudioVisual Enhancements	-	-	25,000	-	-	25,000
Senior Center Lab Computers	-	-	-	-	7,200	7,200
Voice over IP Network (VoIP) Phone System	120,000	-	-	-	-	120,000
Infrastructure Subtotal =	**$ 785,000**	**$ 257,500**	**$ 61,000**	**$ 100,000**	**$ 335,200**	**$ 1,538,700**
TOTAL =	**$ 906,000**	**$ 442,500**	**$ 61,000**	**$ 100,000**	**$ 335,200**	**$ 1,844,700**

FIGURE 2: TECHNOLOGY PROJECTS ONGOING MAINTENANCE/SERVICE COSTS

Project Description	2022-23	2023-24	2024-25	2025-26	2026-27	5-Year
CUSTOMER SERVICE PROJECTS						
Closed Captioning for Council Meeting Streams	$ 8,000	$ 8,000	$ 8,000	$ 8,000	$ 8,000	$ 40,000
Online Public Records Request System	9,000	9,000	9,000	9,000	9,000	45,000
Online Zoning and Land Planning System	50,000	50,000	50,000	50,000	50,000	250,000
Website Enhancements	10,000	10,000	10,000	10,000	10,000	50,000
Customer Service Subtotal =	**$ 77,000**	**$ 77,000**	**$ 77,000**	**$ 77,000**	**$ 77,000**	**$ 385,000**
ORGANIZATIONAL EFFICIENCY/TRANSPARENCY PROJECTS						
Maintenance Mgmt & Asset Software System	$ -	$ 27,000	$ 27,000	$ 27,000	$ 27,000	$ 108,000
Online Paperless Agenda Management Platform	-	7,000	7,000	7,000	7,000	28,000
Online Video Streaming Services	-	10,000	10,000	10,000	10,000	40,000
Org Efficiency/Transparency Subtotal =	**$ -**	**$ 44,000**	**$ 44,000**	**$ 44,000**	**$ 44,000**	**$ 176,000**
TECHNOLOGY INFRASTRUCTURE PROJECTS						
City Facility and Parks Security Survey	$ -	$ -	$ -	$ -	$ -	$ -
City Facility Conference Room Audiovisual	-	-	-	-	-	-
City Facility Copier Fleet Replacement	16,000	16,000	16,000	16,000	16,000	80,000
City Facility Wi-Fi Replacement	1,650	1,650	1,650	1,650	1,650	8,250
Community Center Audiovisual Enhancements	6,000	6,000	6,000	6,000	6,000	30,000
Data Center Infrastructure Replacement	25,000	25,000	25,000	25,000	25,000	125,000
Desktop/Laptop Replacements	-	30,000	30,000	30,000	30,000	120,000
Firewall - Network Security Appliance Replacement	10,600	10,600	10,600	10,600	10,600	53,000
In-Car Video Replacement for Police Vehicles	10,000	10,000	10,000	10,000	10,000	50,000
Network Switches Replacement	-	4,500	4,500	4,500	4,500	18,000
Police Vehicle Mobile Data Computers Replacement	-	-	-	-	-	-
RCS Large Format Plotters	-	-	-	-	-	-
Senior Center AudioVisual Enhancements	3,000	3,000	3,000	3,000	3,000	15,000
Senior Center Lab Computers	-	-	-	-	-	-
Voice over IP Network (VoIP) Phone System	20,000	20,000	20,000	20,000	20,000	100,000
Infrastructure Subtotal =	**$ 92,250**	**$ 126,750**	**$ 126,750**	**$ 126,750**	**$ 126,750**	**$ 599,250**
TOTAL =	**$ 169,250**	**$ 247,750**	**$ 247,750**	**$ 247,750**	**$ 247,750**	**$ 912,500**

FIGURE 3: TECHNOLOGY PROJECTS BY FUNDING SOURCE FOR FY 2022-23

Project Description	Technology Investment Fund	Accumulated Replacement Fund	City General Fund	Other	Total
CUSTOMER SERVICE PROJECTS					
Closed Captioning for Council Meeting Streams*	$ -	$ -	$ -	$ 35,000	$ 35,000
Online Public Records Request System	-	-	1,000	-	1,000
Online Zoning and Land Planning System	35,000	-	-	-	35,000
Website Enhancements	50,000	-	-	-	50,000
Customer Service Subtotal=	**$ 85,000**	**$ -**	**$ 1,000**	**$ 35,000**	**$ 121,000**
TECHNOLOGY INFRASTRUCTURE PROJECTS					
City Facility and Parks Security Survey	$ -	$ -	$ 150,000	$ -	$ 150,000
City Facility Copier Fleet Replacement	-	80,000	-	-	80,000
Data Center Infrastructure Replacement	-	235,000	-	-	235,000
In-Car Video Replacement for Police Vehicles	-	200,000	-	-	200,000
Voice over IP Network (VoIP) Phone System	70,000	50,000	-	-	120,000
Infrastructure Subtotal =	**$ 70,000**	**$ 565,000**	**$ 150,000**	**$ -**	**$ 785,000**
	$ 155,000	**$ 565,000**	**$ 151,000**	**$ 35,000**	**$ 906,000**

*Funded by Public Education Grant Monies

CUSTOMER SERVICE PROJECTS

Project Title:	**Closed Captioning for Council Meeting Streams**
Requesting Dept.:	Administration
One-Time Cost:	$35,000
Ongoing Cost:	$8,000 Annually
Recommended Year:	FY 2022-23
Funding Source:	Public Education Grant (PEG) Monies

The City's Council Meetings are currently broadcast live through public access cable channel 36, as well as streamed live through the City's website. Closed captions are offered through the cable system broadcast, but not through the City's live stream on the website. This project would implement captioning services for adding closed captions to live and previously recorded Council Meetings streamed through the City's website. This will require a one-time investment in new captioning hardware equipment and an ongoing service fee to the captioning provider for captioning services. Adding closed captions to Council Meetings streamed through the website adds another point of accessibility for the public.

Project Title:	**Online Public Records Request System**
Requesting Dept.:	Administration
One-Time Cost:	$1,000
Ongoing Cost:	$9,000 Annually
Recommended Year:	FY 2022-23
Funding Source:	City General Fund

The project is the proposed implementation of an online public records request system that would allow the public to submit requests for public records online, as well as provide staff with a fully integrated solution to efficiently route, monitor and respond to pending requests. The City's current public records request process is completely manual and requires the public to submit requests via a manual form either in-person or via email. An online public records system will increase efficiencies and make the process of requesting public records easier for the public. As part of this project, the City would need to procure a software system and budget for annual service/maintenance costs in future budget years.

CUSTOMER SERVICE PROJECTS (cont.)

Project Title:	**Online Zoning and Land Planning System**
Requesting Dept.:	Planning
One-Time Cost:	$35,000
Ongoing Cost:	$50,000 Annually
Recommended Year:	FY 2022-23
Funding Source:	Technology Investment Fund

A zoning management platform will provide a public facing tool to allow the public to check plans against zoning requirements online. Additionally, the ability to generate three-dimensional building surfaces would allow planners and customers to easily visualize potential projects while incorporating the City's zoning ordinances. This system will reduce traffic to City Hall by providing an online portal for the public to find zoning and land related information remotely. Separate from the OpenGov system recently deployed by the Public Works department for permitting, this system is used primarily for informational purposes to view zoning and other land related information.

Project Title:	**Website Enhancements**
Requesting Dept.:	Administration
One-Time Cost:	$50,000
Ongoing Cost:	$10,000 Annually
Recommended Year:	FY 2022-23
Funding Source:	Technology Investment Fund

The project is the proposed review and update to the City’s website as it relates to the text copy and information displayed throughout the website. A third party copy/content writer service will be used in conjunction with staff to rewrite information on the website to be up to date, accurate, and consistent throughout the site. This service should also provide guidelines and templates for staff to create new copy content in the future. The goal of this project would be to ensure that information displayed on the city website is clear, concise, and consistent throughout for the effective and efficient use of the public.

ORGANIZATIONAL EFFICIENCY/TRANSPARENCY PROJECTS

Project Title:	**Maintenance Management & Asset Software System**
Requesting Dept.:	Public Works
One-Time Cost:	$152,000
Ongoing Cost:	$27,000 Annually
Recommended Year:	FY 2023-24
Funding Source:	Technology Investment Fund

The City currently uses outdated software for work order tracking. This tracking system is not directly linked to any infrastructure assets. New integrated software for both work orders and asset management would provide both cost and tracking efficiencies and increase productivity. This software could also be configured to allow City contractors to input data into the system to create accountability and allow staff to manage the productivity of contractors. Staff would recommend a cloud based system that would not require the utilization of City servers. Staff envisions this software will integrate with the public mobile app for 311 reporting by the public.

Project Title:	**Online Paperless Agenda Management Platform**
Requesting Dept.:	Administration
One-Time Cost:	$13,000
Ongoing Cost:	$7,000 Annually
Recommended Year:	FY 2023-24
Funding Source:	City General Fund

The project is the replacement/update to the City's online paperless agenda management platform. The City currently contracts with Destiny Software, Inc. for the AgendaQuick software system. The current contract is set to expire at the end of FY 2022-23. The agenda management platform is used to create, review, assemble and publish paperless agendas for City Council meetings. The agenda management platform is integrated with the City's website, making the agenda packet easily accessible and available for the public. Additionally, the agenda management platform works in collaboration with the City's video streaming service to provide the public with full access and transparency of City Council meetings. As part of this project, the City would need to procure a software system and budget for annual maintenance costs in future budget years.

ORGANIZATIONAL EFFICIENCY/TRANSPARENCY PROJECTS (cont.)

Project Title:	**Online Video Streaming Services**
Requesting Dept.:	Administration
One-Time Cost:	$20,000
Ongoing Cost:	$10,000 Annually
Recommended Year:	FY 2023-24
Funding Source:	Public Education Grant (PEG) Monies

The project is the replacement/update to the City's online video streaming and archiving service. The City currently contracts with Swagit Productions, LLC for the streaming of City Council Meeting video online and archival on the City's website. The current contract is set to expire at the end of FY 2022-23. Video streaming allows the public to watch City Council meetings live on the City's website. Additionally, the video archive indexes the content of the meeting video, allowing the public to choose video pertaining to a specific agenda item or view the entire meeting. Archived video is available for viewing on the City's website and in integrated into the City's online agenda management platform. Additionally, with recent updates to technology since the City first entered into a video streaming contract, the possibility exists to also incorporate closed captioning services as part of the video streaming package. As part of this project, the City would need to purchase new broadcast hardware to be installed in the Council Chambers video equipment system, as well as budget for ongoing streaming service costs in future budget years.

TECHNOLOGY INFRASTRUCTURE PROJECTS

Project Title: **City Facility and Parks Security Survey**

Requesting Dept.: Public Works

One-Time Cost: $150,000

Ongoing Cost: N/A

Recommended Year: FY 2022-23

Funding Source: City General Fund

This project will conduct a survey of the city's facilities and parks security by a third party subject matter expert. The survey will aid in the design of a security master plan that will be used in future security projects for the replacement or addition of CCTV cameras, access card readers, and other physical security enhancements as identified by a comprehensive review of access and security controls for all city facilities and parks.

Project Title: **City Facility Conference Room Audiovisual**

Requesting Dept.: Finance & Administrative Services

One-Time Cost: $30,000

Ongoing Cost: N/A

Recommended Year: FY 2026-27

Funding Source: Accumulated Replacement Funds & Technology Investment Fund

This project is the proposed purchase of replacement or addition of audiovisual technology for the city's conference rooms located at all city facilities. Once audiovisual technology in each city facility conference room reaches end-of-life, new wall mounted displays will be installed with small form computers and peripherals. This allows for meetings that are more efficient and allow for online meetings and webinars to be conducted, reducing the need for in-person meetings at city facilities.

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title:	**City Facility Copier Fleet Replacement**
Requesting Dept.:	Finance & Administrative Services
One-Time Cost:	$80,000
Ongoing Cost:	$16,000 Annually
Recommended Year:	FY 2022-23
Funding Source:	Accumulated Replacement Funds

The City's copier fleet is nearing end-of-life and will soon no longer be supported by the manufacturer. These copiers provide high volume scanning, copying, scan to email, and scan to fax capabilities as well as advanced printing functionality throughout all city offices.

Project Title:	**City Facility Wi-Fi Replacement**
Requesting Dept.:	Finance & Administrative Services
One-Time Cost:	$36,000
Ongoing Cost:	$1,650 Annually
Recommended Year:	FY 2024-25
Funding Source:	Accumulated Replacement Funds

The City's Wi-Fi access points will reach end-of-life in 2024 and will need to be replaced. A Wi-Fi access point connects each mobile device on the City's network (phones, notebooks, tablets, etc.) The access points are used to connect to the City's laptops and other mobile devices as well as serve the city's public Wi-Fi at all city facilities.

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title:	**Community Center Audiovisual Enhancements**
Requesting Dept.:	Recreation & Community Services
One-Time Cost:	$100,000
Ongoing Cost:	$6,000 Annually
Recommended Year:	FY 2025-26
Funding Source:	CRPD General Fund

The audiovisual (AV) technology in the ballroom of the Community Center was updated in 2021. The current AV is expected to be out of date with current standards and reach end-of-life in 2026. This project will add new digital connection types, and replace all AV related hardware deemed end-of-life.

Project Title:	**Data Center Infrastructure Replacement**
Requesting Dept.:	Finance & Administrative Services
One-Time Cost:	$235,000
Ongoing Cost:	$25,000 Annually
Recommended Year:	FY 2022-23
Funding Source:	Accumulated Replacement Funds

The City's servers and storage appliances will reach end-of-life in 2022 and will need to be replaced. Servers and storage appliances are used to house the City's data, backups, host printing services, manage file permissions, and run applications for all departments.

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title:	**Desktop/Laptop and Microsoft Office Replacement**
Requesting Dept.:	Finance & Administrative Services
One-Time Cost:	$220,000
Ongoing Cost:	$30,000 Annually
Recommended Year:	FY 2023-24
Funding Source:	Accumulated Replacement Funds

Desktop and notebook computers and Microsoft Office software will reach end-of-life in 2023 and will need to be replaced. The PC replacement is necessary to stay current with industry standard hardware and software. This project includes the replacement of all staff desktop computer workstations, laptops, and accompanying Microsoft Office software.

Project Title:	**Firewalls – Network Security Appliance Replacement**
Requesting Dept.:	Finance & Administrative Services
One-Time Cost:	$40,000
Ongoing Cost:	$10,600 Annually
Recommended Year:	FY 2026-27
Funding Source:	Accumulated Replacement Funds

The City's firewalls will reach end-of-life in 2027. These appliances provide defense from unauthorized inbound access and allows for outbound communication. The appliances also protect the sensitive data in the Police Department from the rest of the City's local area network to insure compliance with the California Law Enforcement Telecommunications System (CLETS).

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title:	**In-Car Video Replacement for Police Vehicles**
Requesting Dept.:	Police
One-Time Cost:	$200,000
Ongoing Cost:	$10,000 Annually
Recommended Year:	FY 2022-23
Funding Source:	Accumulated Replacement Funds

The Cypress Police Department will need to replace its in-car video equipment, whose hardware warranty expires in November 2022. In-car video recordings are necessary to chronicle police activity and are activated by vehicle speed, the initiation of lights and siren or manually activated by a Police Officer.

Project Title:	**Network Switches Replacement**
Requesting Dept.:	Finance & Administrative Services
One-Time Cost:	$37,500
Ongoing Cost:	$4,500 Annually
Recommended Year:	FY 2023-24
Funding Source:	Accumulated Replacement Funds

The City’s network switches will reach end-of-life in 2024 and will need to be replaced. A network switch connects each device on the City’s network (PCs, notebooks, tablets, etc.) The switches are used to interconnect to the City’s file, print, and application servers with endpoint devices and the internet.

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title:	**Police Vehicle Mobile Data Computers Replacement**
Requesting Dept.:	Police
One-Time Cost:	$250,000
Ongoing Cost:	N/A
Recommended Year:	FY 2026-27
Funding Source:	Accumulated Replacement Funds

The Cypress Police Department will need to replace its mobile computers when the hardware warranty expires in August 2027. Purchased in August 2022, the expected life of the current mobile devices is 5 years. These devices are used 24 hours a day for police patrol operations and are necessary to transmit criminal information to the mobile police units, maintain communication with dispatch, run plates, check identification, map the location of the police cruisers, check for warrants, etc.

Project Title:	**RCS Large Format Plotters**
Requesting Dept.:	Recreation & Community Services
One-Time Cost:	$8,000
Ongoing Cost:	N/A
Recommended Year:	FY 2026-27
Funding Source:	Accumulated Replacement Funds

This project is the proposed replacement of the large format printers located at the community and senior centers. The plotters are typically used for large signage and posters throughout the centers for various programs and services offered to the community. The current large format printers are expected to need replacement 2026.

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title:	**Senior Center Audiovisual Enhancements**
Requesting Dept.:	Recreation & Community Services
One-Time Cost:	$25,000
Ongoing Cost:	$3,000 Annually
Recommended Year:	FY 2024-25
Funding Source:	CRPD General Fund

The audiovisual (AV) technology in the multipurpose room of the Senior Center was updated in 2019. The current AV is expected to be out of date with current standards and reach end-of-life in 2024. This project will add new digital connection types, and replace all AV related hardware deemed end-of-life.

Project Title:	**Senior Center Lab Computers**
Requesting Dept.:	Recreation & Community Services
One-Time Cost:	$7,200
Ongoing Cost:	N/A
Recommended Year:	FY 2026-27
Funding Source:	Accumulated Replacement Funds

The Senior Center offers computer and internet access to its patrons in the form of eight all-in-one desktop computers located in the computer lab. These computers were installed in 2021 and will reach the end of their useful life by 2026 due to their aging operating system and hardware components. These PCs will be replaced with new all-in-one PCs with the latest operating system and current hardware technology.

TECHNOLOGY INFRASTRUCTURE PROJECTS (cont.)

Project Title:	**Voice over IP Network (VoIP) Phone System**
Requesting Dept.:	Finance & Administrative Services
One-Time Cost:	$120,000
Ongoing Cost:	$20,000 Annually
Recommended Year:	FY 2022-23
Funding Source:	Accumulated Replacement Funds & Technology Investment Fund

This project is the proposed purchase of a voice over IP Network (VoIP) phone system. A VoIP phone system differs from a traditional phone system in that the phones use a modern computer network to connect to the main phone system and each other. Moving from a traditional telephone wired system to VoIP system offers advantages in administration, functionality, and resiliency. Calls made through a VoIP system will be made through a digital voice service rather than the traditional analog telephone system. This improves call quality and reliability, as well as provides redundancy when using a cloud based digital voice service.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **15.**

FROM: Peter Grant, City Manager

DATE: 05/23/2022

SUBJECT: **Receive and File the Strategic Plan Six-Month Objectives Update**

RECOMMENDATION

Receive and file the strategic plan six-month objectives update.

DISCUSSION

The Strategic Plan establishes major goals and objectives for the City. It provides the principle guidance for the preparation of the budget and a plan for implementation and accountability. The Strategic Plan is among the City Council's most effective tools to improve services and preserve Cypress' high quality of life.

The City Council updated the Strategic Plan in March, including a review of the existing plan, development of new six-month objectives, and a discussion of the City's strengths and accomplishments during the past six months. The attached matrices report the progress on the six-month objectives as of May 23, 2022.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Six-Month Objectives

C I T Y O F C Y P R E S S

SIX-MONTH STRATEGIC OBJECTIVES

March 8, 2022 – September 15, 2022

THREE-YEAR GOAL: **MAINTAIN INFRASTRUCTURE AND FACILITIES**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. On March 12, 2022	Recreation and Community Services Director, working with the Public Works Director	Celebrate the opening of Lexington Park.	X			
2. By April 1, 2022	Public Works Director working with Valley Vista Services	Launch the State-mandated residential organics recycling program.	X			
3. At the June 13, 2022 City Council meeting	Public Works Director	Incorporate the Pandemic Recovery Plan into the recommended Capital Improvement Program.		X		
4. At the July 11, 2022 City Council meeting	Public Works Director, working with the Recreation and Community Services Director	Recommend a preliminary design for Arnold Cypress Park to the City Council.		X		

THREE-YEAR GOAL: **MAINTAIN FINANCIAL STABILITY AND PROMOTE ECONOMIC ACTIVITY**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. At the June 13, 2022 City Council meeting	Planning Director	Recommend the creation of an advisory committee (comprised of representatives from the business park) and the hiring of a consultant to modernize and integrate Business Park Specific Plans to the City Council.			X	
2. At the July 11, 2022 City Council meeting	Planning Director	Recommend the 2021-29 Housing Element General Plan Amendment to the City Council.			X	
3. By August 1, 2022	Planning Director, working with the City Manager	Complete the recruitment process for a Business Development Manager.		X		

THREE-YEAR GOAL: **ENHANCE AND MAINTAIN PUBLIC SAFETY**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. At the May 9, 2022 City Council meeting	Police Chief, working with the City Attorney	Recommend an ordinance to combat catalytic converter thefts to the City Council.	X			
2. On May 14, 2022	Police Chief	Hold the Police department open house and grand opening of the modernized Police station.	X			
3. By September 15, 2022	Police Chief	Recommend a partnership with the City of La Palma for responding to homelessness and non-violent public safety calls with mental health/social worker resources to the City Council.			X	Program funding may not be available - working with City Manager and La Palma to reassess
4. By June 9, 2022	Police Chief	Conduct an orientation and training for city staff at the new Emergency Operations Center.			X	Training for city staff will take place on June 9, 2022
5. At the June 27, 2022 City Council meeting	Police Chief, working with a consultant	Update the Police department strategic plan and present the new plan to the City Council.		X		
6. By August 15, 2022	Police Chief, working with a consultant	Complete an audit of Police department evidence policies, practices and a property and evidence inventory and report the results to the City Manager.		X		

THREE-YEAR GOAL: **ENHANCE RECREATION FACILITIES AND PROGRAMS**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. At the June 13, 2022 City Council meeting	Recreation and Community Services Director, working with the Police Chief and Public Works Director	Include security upgrades at Oak Knoll Park as part of the recommended Capital Improvement Program.			X	
2. By June 1, 2022	Recreation and Community Services Director, working with a consultant	Complete the Cypress Community Festival Association - Primary Participants relationship management project and present the results to the City Manager.		X		
3. At the September 12, 2022 City Council Meeting	Public Works Director, working with the Recreation and Community Services Director	Recommend plans and specifications for Senior Center improvements to the City Council.		X		

THREE-YEAR GOAL: **MAINTAIN HIGH QUALITY AND HIGH VALUE SERVICES FOR THE COMMUNITY**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. Ongoing	City Manager and City Attorney, working with the City Council	Assess and respond to the California Voting Rights Act Challenge and potentially consider changes to the City's system for electing Council Members.		X		
2. At the April 11, 2022 City Council meeting	City Manager	Present a Community Leadership Program to educate and develop current and future leaders to the City Council.	X			
3. At the June 27, 2022 City Council meeting	City Clerk, working with the City Council ad hoc sub-committee and a consultant	Present results of the 2022 Community Survey to the City Council.			X	
4. By September 1, 2022	Planning Director	Host a Neighborhood Preservation Program meeting for pilot neighborhood (generally bounded by Valley View/Moody/Ball/Cerritos) and provide a report to the City Manager.		X		

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **16.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 05/23/2022

SUBJECT: Receive and File the Investment Report for the Month Ended April 30, 2022

RECOMMENDATION

Receive and file the attached investment report.

DISCUSSION

California Government Code Section 53607 and Cypress Municipal Code Section 2-18(f) requires the submission of a monthly investment report to the City Council. As of April 30, 2022, the City had $183.6 million (current market value) in cash and investments and the interest return (yield) on the public funds investments was 0.49%. As required by government code, all investments are in conformity with the City's investment policy and sufficient cash flows are available to meet the next six months of estimated expenditures.

The attached Summary of Cash and Investments presents the investments held by the City of Cypress as of April 30, 2022. The Investment Report consists of the following five summaries:

1. Summary of Cash and Investments - Provides the total portfolio of the City.
2. Changes in Cash and Investments - Provides a two-month cash flow analysis by fund type. These separate fund types allow for restricted monies to be segregated and tracked separately. The total ending amount agrees to the current market value shown in the Summary of Cash and Investments.
3. Investments at Market Value by Maturity Date - Provides a list of investments by maturity date, and an indication of the liquidity (ability to turn into cash) of the investments. The California Government Code restricts the type of investments eligible for public funds. The City’s Investment Policy further defines permitted investments. These restrictions in investment types and the terms of allowable investments result in limited yields on City investments.
4. Interfund Investments - Shows the amount of loans between City funds. There is a loan outstanding from the Infrastructure Reserve Fund to the Cypress Recreation and Park District General Fund related to the construction of Lexington Park.
5. Summary of Cash and Investments Held by Fiscal Agent and In Trust - Shows the

investments held by fiscal agents for the benefit of bondholders of City-issued debt as well as investments held in trust by the Public Agency Retirement Services (PARS) for offsetting unfunded pension liabilities. The amounts held by fiscal agents are restricted to making future debt service payments and the pension trust amounts can only be used for future pension obligations. The legal restrictions on the allowable investment types are less restrictive than those in the City's portfolio, which provides the potential for higher yields to be earned on investments held by fiscal agents and in the pension trust.

As mentioned previously, the City had $183.6 million (current market value) in cash and investments at April 30, 2022. The investments included Federal Agencies Debt ($14.5 million) and Investment Pools ($164.7 million). The City's bank accounts held $4.4 million on April 30, 2022.

The majority of the investment portfolio is with the State Investment Pool (Local Agency Investment Fund or LAIF) in which the State's investment experts provide a diversified investment pool for local agencies to invest. By using the combined size of the participating cities and agencies, the State Pool can provide better yield, liquidity and investment knowledge than otherwise would be available to a single entity. The City has also invested in CalTRUST, which is a joint powers authority (JPA) investment pool option for public agencies. Expanding the pooled investment options provides flexibility and liquidity until market yields increase.

The amount of cash in the City's checking accounts fluctuates based on the maturity of investments, daily cash receipts, and when vendors and employees are paid. The daily balances maintained in the checking accounts provide credits which offset monthly bank charges. In addition to the Federal Depository Insurance Corporation (FDIC) which insures the first $250,000, excess checking deposits are secured by banks, government, or mortgage securities valued between 110% and 150% of the deposits.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Investment Report for the Month Ended April 30, 2022

City of Cypress

Summary of Cash and Investments

As of April 30, 2022

	Type	Description	Bank/Agent	Investment Date	Maturity Date	Interest Rate	Carrying Value	Current Market Value (2)
(1)	Ckg	General Operating Account	Bank of the West		5/1/2022	-	$ 4,387,113.15	$ 4,387,113.15
	Pool	Local Agency Investment Fund	State Treasurer		5/1/2022	0.365	72,000,000.00	71,190,254.74
	Pool	Local Agency Investment Fund	State Treasurer		5/1/2022	0.365	71,000,000.00	70,201,501.20
	Pool	CalTRUST Short Term Fund	CSAC Finance		5/1/2022	0.480	1,992,828.64	1,992,828.64
	Pool	CalTRUST Medium Term Fund	CSAC Finance		5/1/2022	0.840	21,240,763.64	21,240,763.64
	FFCB	Federal Farm Credit Bank	Bank of the West	3/22/2021	3/17/2025	0.700	4,000,000.00	3,765,680.00
	FHLB	Federal Home Loan Bank	Bank of the West	5/27/2021	2/27/2025	0.660	3,000,000.00	2,821,260.00
	FHLB	Federal Home Loan Bank	Bank of the West	4/28/2022	4/19/2024	2.150	3,000,000.00	2,991,750.00
	TSY	US Treasury Bill	Bank of the West	4/28/2022	6/30/2023	1.375	4,963,281.25	4,948,050.00
	Ckg	Worker's Comp Account	Bank of the West		5/1/2022	-	25,000.00	25,000.00
	Ckg	Liability Account	California Bank & Trust		5/1/2022	-	8,500.00	8,500.00
							$ 185,617,486.68	$ 183,572,701.37

Average Weighted Yield to Maturity: 0.49%
Average Weighted Days to Maturity: 63.32

(1) Negative cash balance (if any) shown due to checks being issued at month end, transfer to cover checks not made until early in the following month.
(2) Current market value of securities with maturities in excess of 12 months (if any) are provided by third-party safekeeping agents.

I certify that this report reflects all Government Agency pooled investments and is in conformity with the Investment Policy of the City of Cypress. A copy of this Investment Policy is available at the Office of the Finance Director.
The Investment Program herein shown provides sufficient cash flow liquidity to meet six months estimated expenditures.

Signed: _____
Finance Director

City of Cypress

Changes in Cash/Investments

		2/28/2022	+RECEIPTS	(DISBURSEMENTS)	3/31/2022	+RECEIPTS	(DISBURSEMENTS)	4/30/2022
GENERAL								
111/114	GENERAL FUND/GENERAL FUND-GRANTS	$ 20,228,995	$ 2,381,238	$ (2,773,262)	$ 19,836,971	$ 4,769,746	$ (4,804,551)	$ 19,802,166
SPECIAL REVENUE								
115	PANDEMIC RELIEF	-	-	-	-	-	-	-
212	CRPD-GENERAL FUND	13,751,070	502,741	(533,557)	13,720,254	1,834,827	(521,592)	15,033,489
213	CRPD-PARK DEVELOPMENT	608,437	-	-	608,437	496,747	-	1,105,184
221	TRAFFIC SAFETY	49,051	5,554	-	54,605	6,642	-	61,247
230	STREETS	6,760,093	381,757	(681,955)	6,459,895	249,161	(101,754)	6,607,302
251	LIGHTING DISTRICT #2	5,836,285	87,056	(70,426)	5,852,915	389,163	(109,191)	6,132,887
261	STORM DRAIN	1,222,067	32,085	(17,442)	1,236,710	31,406	(50,031)	1,218,085
262	PLANNED LOCAL DRAINAGE FACILITY	993,902	-	-	993,902	53,783	-	1,047,685
271	CORP CNTR MAINT DISTRICT #1	190,221	827	(11,229)	179,819	35,019	(9,858)	204,980
280	ASSET SEIZURE	1,568,597	1,094	(3,275)	1,566,416	543	(1,129)	1,565,830
291	CABLE TV FRANCHISE AGREEMENT	665,865	-	-	665,865	1,413	-	667,278
301	SUPPLEMENTAL LAW ENFORCEMENT	74,915	2,185	(11,333)	65,767	24	(6,021)	59,770
321	SEWER FUND	6,226,935	117,952	(32,185)	6,312,702	129,899	(30,770)	6,411,831
471	LOW AND MODERATE HSG ASSET	36,289	36,123	(6,019)	66,393	3,658	(6,504)	63,547
CAPITAL PROJECTS								
415	CITY CAPITAL PROJECTS	14,562,338	-	(20,349)	14,541,989	-	(48,383)	14,493,606
416	INFRASTRUCTURE RESERVE	69,098,235	-	(185,426)	68,912,809	-	(17,541)	68,895,268
TRUST AND AGENCY								
462	SUCCESSOR AGENCY TO RDA	224,751	-	-	224,751	78	(88)	224,742
600	TRUST AND AGENCY	1,495,454	64,217	(28,684)	1,530,987	15,680	(33,126)	1,513,541
611	BUSINESS ASSESSMENT DISTRICT	24,398	174,543	(174,543)	24,398	9	(4,423)	19,984
612	CFD #1 ASSESSMENT DISTRICT	153,575	-	-	153,575	-	-	153,575
620	REC & COMM SERVICES FOUNDATION	9,485	2,987	-	12,472	4	-	12,476
INTERNAL SERVICE								
710	CENTRAL SERVICES	3,522,527	238,275	(168,407)	3,592,395	232,454	(208,854)	3,615,995
720	CAPITAL REPLACEMENT	14,991,770	67,773	(54,442)	15,005,101	97,738	(1,767)	15,101,072
730	TECHNOLOGY IMPROVEMENT	2,370,001	-	-	2,370,001	-	-	2,370,001
750	EMPLOYEE BENEFITS	7,390,760	1,039,119	(699,304)	7,730,575	1,064,816	(956,195)	7,839,196
760	LIABILITY SELF INSURANCE	2,957,945	49,628	(3,500)	3,004,073	48,553	-	3,052,626
770	WORKERS COMP SELF INSURANCE	2,393,420	57,211	(38,304)	2,412,327	56,841	(55,524)	2,413,644
OTHER								
811/812	WESTCOMM JPA	3,776,253	109,331	(235,048)	3,650,536	508,810	(273,651)	3,885,695
		$ 181,183,635	$ 5,366,383	$ (5,763,377)	$ 180,786,641	$ 10,027,014	$ (7,240,953)	$ 183,572,701

City of Cypress

INVESTMENTS AT MARKET VALUE BY MATURITY DATE

As of April 30, 2022

Investments	1 day to 180 days	181 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years	5+ years	Totals	Percent
CASH	4,420,613							4,420,613	2.41%
FFCB				3,765,680				3,765,680	2.05%
FHLB			2,991,750	2,821,260				5,813,010	3.17%
JPA POOL	23,233,592							23,233,592	12.66%
STATE POOL	141,391,756							141,391,756	77.02%
TSY			4,948,050					4,948,050	2.70%
Totals	169,045,961	0	7,939,800	6,586,940	0	0	0	183,572,701	100.00%
Percent	92.09%	0.00%	4.33%	3.59%	0.00%	0.00%	0.00%	100.00%	

CITY OF CYPRESS
INTERFUND INVESTMENTS

As of April 30, 2022

	Note Outstanding		Issue	Maturity	Interest	Authorized	Note Principal
Note No.	To	From	Date	Date	Rate	Amount	Outstanding
2	CRPD	City	02/08/21	06/30/25	LAIF	12,800,000	6,844,804

Total Interfund Investments	$ 6,844,804

The City Infrastructure Reserve Fund issued a $12.8 million promissory note to the Cypress Recreation and Park District General Fund to pay for the construction of Lexington Park. Repayment by the Cypress Recreation and Park District will be made from future park development fees. In February 2022, $4,785,916 was paid against the note.

City of Cypress
Summary of Cash and Investments Held In Trust and By Fiscal Agent

As of April 30, 2022

Fund	Type	Issuer	Maturity Date	One Year Return *	Cost Amount	Current Market Value
PARS Public Agencies Post-Employment Benefits Trust						
Trustee: Public Agency Retirement Services (PARS)						
Section 115 Trust	Pension Trust	Various	Open	-6.37%	$ 15,490,000.00	$ 17,528,195.54
			Total		$ 15,490,000.00	$ 17,528,195.54
Cypress Business and Professional Center Assessment District No. 1 - 1998 Improvement Bonds						
Trustee: U.S. Bank Corporate Trust Services						
Redemption Fund	Money Market	First American	Open	n/a	$ 0.02	$ 0.02
Reserve Fund	Money Market	First American	Open	n/a	$ 160,101.41	$ 160,101.41
			Total		$ 160,101.43	$ 160,101.43

* 12-month period ending with the current month.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **17.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 05/23/2022

SUBJECT: Approve Register of Warrants, Transfers, and Wires Issued for the Period of April 23, 2022 through May 6, 2022

RECOMMENDATION

Approve the attached payment register summarized below for the period of April 23, 2022 through May 6, 2022:

- Electronic Funds Transfers 11001 through 11045
- Warrants 59344 through 59461
- Payroll Transfers W1474

DISCUSSION

Payments to vendors for goods and services received and/or rendered are initiated and approved by the requesting department in accordance with proper purchasing guidelines. Processing of these payments occurs centrally in the City's Finance Department with payments issued bi-weekly. A register listing of these payments is then presented to the City Council for approval. This register also includes any Electronic Funds Transfers (EFT), outgoing payroll transfers or wires issued since the previous register was presented to the City Council. Voided Payments (if any) are also included at the end of the register.

All payments are processed on the City's financial management software system. This system generates a payment batch register, sorted by warrant number (or EFT/Wire number), and presents the invoice amount and a description of the payment issued.

BUDGET IMPACT

Total warrants, transfers, and wires issued (net of any voided payments) during the period of April 23, 2022 through May 6, 2022 are $1,563,728.15.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Payment Register for the Period 04-23-22 through 05-06-22

City of Cypress
Payment Register
04/23/22-05/06/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11001	128744 - AYRES, RICHARD	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11002	102038 - BALDWIN, DARRELL	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11003	102087 - BISH, EDWARD	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11004	100101 - BRUCE, THOMAS M	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11005	1456 - CARTER, KEITH	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11006	129695 - COTE, ROBERT	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11007	128938 - COX, RODNEY	$ 95.03			
			Retiree Health Care Benefits 5/22	5/22	$ 95.03
11008	1119 - DEL RIO, DAVID	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11009	104003 - ESSEX, CLARE	$ 403.04			
			Retiree Health Care Benefits 5/22	5/22	$ 403.04
11010	128044 - FORNISS, DANIEL	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11011	129816 - FOSTER, SCOTT	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11012	112129 - HERNANDEZ, ALEX	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11013	109393 - IDOM, MIKE	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11014	100667 - LASSALLE, ISMAEL	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11015	123656 - MANUEL, DEAN	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11016	129700 - MCSHANE, CHRIS	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11017	2017 - MINIKUS, SCOTT	$ 286.18			
			Reimb/Medical Premiums 5/22	5/22	$ 286.18
11018	128832 - MORALES, PAULO	$ 751.22			
			Reimb/Medical Premiums 5/22	5/22	$ 751.22
11019	122 - MORROW, RICHARD L	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11020	129501 - MOUNT, ERIC	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11021	129608 - OLSON, JAMES	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00

City of Cypress
Payment Register
04/23/22-05/06/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11022	129865 - PARKER, MARK	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11023	128784 - RAMSEY, KENNETH	$ 125.00			
			Retiree Health Care Benefits 5/22	5/22	$ 125.00
11024	119027 - RAMSEY, STEVE	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11025	195 - SHACKELFORD, DOREEN	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11026	196 - SOIFER, DAVID	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11027	180 - SWIFT, JEFF	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11028	1024 - VALLEY VISTA SERVICES, INC	$ 150,265.00			
			Waste Disposal Fee 3/22	3/22	$ 150,265.00
11029	127 - VENESKI, PATRICK	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11030	105121 - VIGIL, FELIX	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11031	129666 - WALQUIST, BRIAN	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11032	40 - WARLAND INVESTMENTS COMPANY	$ 37,500.00			
			Development Assistance 5/22	5/22	$ 37,500.00
11033	112204 - WONG, JEFFREY	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11034	342 - WU, ALEX	$ 300.00			
			Retiree Health Care Benefits 5/22	5/22	$ 300.00
11035	100505 - CITY OF CYPRESS-WORKERS COMP	$ 2,817.05			
			W/C Claims/Prof Svcs/#25012-25051	Reimb 4/29/22	$ 2,817.05
11036	100505 - CITY OF CYPRESS-WORKERS COMP	$ 5,591.36			
			W/C Claims/Medical/#25012-25051	Reimb(A) 4/29/22	$ 5,591.36
11037	100505 - CITY OF CYPRESS-WORKERS COMP	$ 4,792.08			
			W/C Claims/Perm Disability/#25012-25051	Reimb(B) 4/29/22	$ 4,792.08
11038	100505 - CITY OF CYPRESS-WORKERS COMP	$ 5.00			
			W/C Claims/Temporary Disability/#25012-25051	Reimb(C) 4/29/22	$ 5.00
11039	120801 - ICMA RETIREMENT TRUST - RHS	$ 10,691.25			
			Monthly Retiree Health Savings 4/22	4/22	$ 10,691.25
11040	116005 - PERS/PUBLIC EMPLOYEES RETIREMENT SYS	$ 158,336.60			
			Med Insurance/City & Dist 5/22	16777337	$ 158,336.60
11041	116005 - PERS/PUBLIC EMPLOYEES RETIREMENT SYS	$ 16,663.34			
			Med Insurance/West Comm 5/22	16777358	$ 16,663.34
11042	2092 - ONTIVEROS, MICHELLE	$ 162.00			
			Refund/Business Recovery Program/Permit #BS-22-498	Rfd 4/29/22	$ 162.00

City of Cypress
Payment Register
04/23/22-05/06/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11043	961 - VANTAGEPOINT TRANSFER AGENTS-108139	$ 1,200.00			
			Deferred Comp/Executive Mgmt 4/22	401a-4/22	$ 1,200.00
11044	1608 - ALARM PROGRAM SYSTEMS, LLC	$ 316.44			
			Svc/Alarm Permit & False Alarm Collections 3/22	3/22	$ 316.44
11045	1247 - HINDERLITER, DE LLAMAS AND ASSOCIATES/HdL	$ 1,541.76			
			Svc/Business License Tax Admin 3/22	Mar22	$ 1,541.76
59344	110470 - ADAMSON POLICE PRODUCTS	$ 228.38			
			PD Flashlight Charger(1) 4/18	INV375425	$ 228.38
59345	106914 - ADMINSURE	$ 3,277.00			
			Workers Comp Claims Admin 5/22	15013	$ 3,277.00
59346	100681 - ADVANCED ALARM & FIRE INC	$ 400.00			
			Svc/Monitor Alarms/Civic Center & Comm Center & Sr Center 4/22	890975	$ 400.00
59347	1570 - ADVANTAGE MAILING, LLC	$ 3,451.31			
			Svc/Print/City & Recreation Newsletter(17.5K) 4/22	166871	$ 3,451.31
59348	130335 - AKM CONSULTING ENGINEERS	$ 2,046.00			
			Design/Sewer System Mgmt Plan Update 3/22	0011580	$ 2,046.00
59349	129660 - ALAN'S LAWNMOWER & GARDEN SUPPLY	$ 1,048.48			
			Forestry Helmets(12) 4/18	1088157	$ 1,048.48
59350	105442 - ALL CITY MANAGEMENT SERVICE INC	$ 8,388.31			
			Crossing Guard Svcs(15 Hrs)/Orange & Grindlay 3/20-4/2	76573(A)	$ 339.15
			Crossing Guard Svcs(356 Hrs) 3/20-4/2	76573	$ 8,049.16
59351	1312 - ARCADIAN BANK	$ 260.00			
			CDBG Loan Fee/SGamble/4922 William Ave	265	$ 130.00
			CDBG Loan Fee/SUmholtz/4381 Pearl Ct	284	$ 130.00
59352	110860 - AT&T	$ 1,429.04			
			W/C Svc/Priority Radio Line 4/5-5/4	1734493178040522	$ 1,429.04
59353	110860 - AT&T	$ 5,564.68			
			9391033694-PW Phone Svc 3/22	3/22(I)	$ 167.08
			9391033695-Civic Center Phone Svc 3/22	3/22(H)	$ 25.19
			9391033698-PW Phone Svc 3/22	3/22(J)	$ 25.36
			Phone Svc/Multi-Line 3/13-4/12	3/13/22-4/12/22	$ 5,347.05
59354	109327 - BEE REMOVERS/HONEYCOTT, INC	$ 290.00			
			Svc/Bee Removal/Mackay Park 3/20	599913	$ 290.00
59355	1822 - BENEFITS COORDINATORS CORPORATION BCC	$ 8,832.78			
			Insurance/Life/LTD/STD/Optional 5/22	10821	$ 8,832.78
59356	1822 - BENEFITS COORDINATORS CORPORATION BCC	$ 11,284.60			
			Insurance/Dental & Vision/City & Dist 5/22	B05GX8	$ 10,211.40
			Insurance/Dental & Vision/West Comm 5/22	B05H46	$ 1,073.20
59357	166 - BLUE RIBBON TROPHY-LASERWERKS	$ 207.05			
			Retirement Plaques(2)/AD & MW 3/31	8337A	$ 207.05
59358	1484 - BONANNI DEVELOPMENT	$ 17,590.00			
			Refund/Labor & Materials/Proj #324D/4620 Lincoln	Rfd 4/29/22	$ 17,590.00

City of Cypress
Payment Register
04/23/22-05/06/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59359	103034 - BUENA PARK, CITY OF	$ 1,200.00			
			Final/PD Svc/Shooting Range 1/1/22-3/31/22	PDRF000050	$ 1,200.00
59360	103141 - CA FORENSIC PHLEBOTOMY, INC	$ 669.90			
			PD Blood/Alcohol Tests(6) 2/26-3/27	1909	$ 669.90
59361	103197 - CALIFORNIA PARK & REC SOCIETY CPRS	$ 290.00			
			Dues/CA Park & Rec Society/CP 3/1/22-2/28/23	Dues/CP 2022-23	$ 145.00
			Dues/CA Park & Rec Society/IK 2/1/22-1/31/23	Dues/IK 2022-23	$ 145.00
59362	109110 - CALL ONE, INC	$ 991.80			
			W/C Dispatch Headsets(2)/Adapters(2) 4/11	2127089	$ 991.80
59363	103016 - CAMERON WELDING CO	$ 70.00			
			Cylinder Charges 3/22	09238293	$ 70.00
59364	1921 - CATALAN CONSULTING, LLC	$ 4,167.00			
			Consult/Public Affairs/Covid-19 3/22	1011	$ 4,167.00
59365	123012 - CHARLES ABBOTT ASSOCIATES	$ 6,840.00			
			Svc/FOG & NPDES Inspections 3/22	64020	$ 6,840.00
59366	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC	$ 1,378.88			
			W/C Svc/CAD/RMS Ethernet Connection 4/4-5/3	0026082040522	$ 1,378.88
59367	122419 - CLEMONS, MARK	$ 12.00			
			Meal/First Aid-CPR 3/29	Reimb 4/29/22	$ 12.00
59368	1617 - CONTROL AIR ENTERPRISES LLC	$ 4,875.12			
			Replace/HVAC Breaker/Print Shop 1/19	3071259	$ 861.37
			Svc/Diagnose Heat Failure/Sr Center 2/17	3071826	$ 843.75
			Svc/HVAC Exhaust Fan/PD 12/22	3070878Reissue	$ 198.00
			Svc/HVAC Preventative Maint/Civic Center 4/18	3073133	$ 1,298.00
			Svc/HVAC Preventative Maint/Comm Center 4/18	3073082	$ 869.00
			Svc/HVAC Preventative Maint/Maint Yard 4/18	3073080	$ 405.00
			Svc/HVAC Preventative Maint/Sr Center 4/18	3073081	$ 400.00
59369	1439 - CORODATA MEDIA STORAGE, INC	$ 140.70			
			Offsite Data Storage 3/22	DS1301406	$ 140.70
59370	115003 - COUNTY OF ORANGE	$ 1,962.00			
			W/C Svc/Communication Charges/800 MHz 1/1/22-3/31/22	SC13386	$ 1,962.00
59371	115003 - COUNTY OF ORANGE	$ 1,928.00			
			PD Svc/Automated Fingerprint Identification System 4/22	SH61756	$ 1,928.00
59372	115003 - COUNTY OF ORANGE	$ 1,104.51			
			PD Svc/OC Automated Telecommunication System 4/22	SH61798	$ 1,104.51
59373	710 - COUNTY OF ORANGE SHERIFF'S DEPARTMENT/OCSD	$ 3,690.00			
			PD Svc/Comm Charges/800 MHz 1/1/22-3/31/22	SC13358	$ 3,690.00
59374	129969 - CROWN TROPHY COLOMRICAN, INC	$ 330.79			
			Plaques(4)/Sr Center Volunteer Awards 3/23	15876	$ 330.79

City of Cypress
Payment Register
04/23/22-05/06/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59375	487 - CYPRESS POLICE FOUNDATION	$ 600.00			
			Reg/Cypress Police Appreciation Lunch/AF 5/17	Reg/AF 5/17/22	$ 75.00
			Reg/Cypress Police Appreciation Luncheon/City Council 5/17	Reg(5) 5/17/22	$ 375.00
			Reg/Cypress Police Appreciation Luncheon/MB 5/17	Reg/MB 5/17/22	$ 75.00
			Reg/Cypress Police Appreciation Luncheon/PG 5/17	Reg/PG 5/17/22	$ 75.00
59376	56 - CYPRESS POLICE OFFICERS ASSOC INC	$ 150.00			
			Reg/Cypress Police Appreciation Lunch/AS 5/17	Reg/AS 5/17/22	$ 75.00
			Reg/Cypress Police Appreciation Lunch/AV 5/17	Reg/AV 5/17/22	$ 75.00
59377	1622 - DANIELS TIRE SERVICE, INC	$ 1,613.21			
			Vehicle Tires(6) 2/22	200438818	$ 883.28
			Vehicle Tires(6) 2/25	200436520	$ 729.93
59378	16 - DASH MEDICAL GLOVES, INC	$ 503.95			
			PD Exam Gloves(3K) 4/13	INV1260669	$ 503.95
59379	102123 - DELL MARKETING LP-DELL USA LP	$ 766.63			
			PD Micro Computer(1)/Chief's Conference Room 4/21	10578689263	$ 766.63
59380	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	$ 98.00			
			Svc/Fingerprints(2)/PD 3/22	572913	$ 98.00
59381	103412 - DIGITAL MAP PRODUCTS, LLC	$ 8,740.00			
			GIS Mapping Software Maint 2/27/22-2/26/23	INVDMP04844	$ 8,740.00
59382	345 - DISCOUNT TIRE STORE	$ 50.00			
			Svc/Wheel Alignment/Unit #615	30025987	$ 50.00
59383	755 - DOMEN LAWNMOWER	$ 97.18			
			Svc/Sharpen Chains(7)/Chain(1) 3/25	170925	$ 97.18
59384	101879 - DOOLEY ENTERPRISES	$ 2,831.40			
			PD Ammo(9K Rnds) 3/31	62690	$ 2,831.40
59385	1296 - EDCO CNG	$ 1,104.27			
			Natural Gas(519.17 Gls)/Sweepers(2)/Sewer Truck(1) 3/16-3/31	3312022-6	$ 1,104.27
59386	1169 - EVER AFTER EVENT PRODUCTIONS, LLC	$ 3,222.70			
			Instruct/Dance 3/29-5/4	5/4/22	$ 3,222.70
59387	2054 - FAST UNDERCAR BM INDUSTRY INC	$ 341.45			
			Strut Assemblies(2) 4/11	27EW4919	$ 341.45
59388	798 - FORENSIC NURSE SPECIALISTS, INC	$ 1,000.00			
			PD Assault Exam(1)/DR #22-0841 3/15	5056	$ 1,000.00
59389	1115 - FRONTIER	$ 347.69			
			7148996947 - Phone Svc/Sewers 5/22	5/22	$ 56.65
			W/C Svc/Circuit Line 4/13-5/12	4/13/22-5/12/22	$ 291.04
59390	1114 - FRONTIER COMMUNICATIONS OF CA	$ 970.22			
			W/C Svc/Priority Radio Line 4/5-5/4	7002Z403S22095	$ 970.22

City of Cypress
Payment Register
04/23/22-05/06/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59391	119018 - GOLDEN STATE WATER COMPANY	$ 60,183.38			
			Svc/Athletic Fields 3/22	3/22(F)	$ 2,971.96
			Svc/Civic Center 3/22	3/22(E)	$ 2,661.19
			Svc/Community Center 3/22	3/22(D)	$ 34.45
			Svc/Lexington Park 3/22	3/22(C)	$ 3,114.86
			Svc/Parks Landscaping 3/22	3/22(J)	$ 32,106.19
			Svc/Parkway Maint 3/22	3/22(I)	$ 14,601.00
			Svc/Sr Center 3/22	3/22(H)	$ 624.82
			Svc/Stanton Channel Berm 3/22	3/22(G)	$ 4,068.91
59392	2093 - GONZALEZ, ALLISON	$ 24.00			
			Meal/First Aid-CPR 4/8	Reimb(A) 4/29/22	$ 12.00
			Meal/Patrol Rifle School 4/6	Reimb 4/29/22	$ 12.00
59393	104964 - GORM INC	$ 172.92			
			Hand Soap(14 Bags)/Park Restrooms 3/23	305447	$ 172.92
59394	123002 - GRAINGER	$ 401.17			
			Credit/Gas Springs(2)/MCP 3/22	9353394333	$ (89.99)
			Credit/Gas Springs(8)/MCP 3/22	9253394317	$ (359.97)
			Gas Springs(4)/Elbows(4)/MCP 3/14	9243734259	$ 207.22
			Gas Springs(8)/MCP 3/14	9243734267	$ 359.97
			Thermostat Guards(4)/Comm Center 4/19	9283546621	$ 167.44
			Trailer Jack Swivel(1) 3/10	9236500055	$ 116.50
59395	110049 - GREAT SCOTT TREE SERVICE INC	$ 4,950.00			
			Svc/Trim Trees(12)/Right of Way 4/6	45857	$ 440.00
			Svc/Trim Trees(15)/Right of Way 4/7	45862	$ 670.00
			Svc/Trim Trees(18)/Right of Way 4/5	45856	$ 900.00
			Svc/Trim Trees(62)/Right of Way 4/7	45861	$ 2,940.00
59396	101982 - HAGEN PLUMBING INC	$ 2,116.45			
			Replace/Faucet/Veterans Park 11/24	91420	$ 469.11
			Replace/Sink/City Hall Bathroom 10/31	91323	$ 714.34
			Svc/Clear Mainline Clog/PD Temporary Trailer 10/31	91376	$ 933.00
59397	1464 - HANLEY CHESS ACADEMY	$ 1,348.75			
			Instruct/Chess 3/22-4/19	4/19/22	$ 1,348.75
59398	103008 - HARTZOG & CRABILL	$ 2,227.50			
			Svc/Monitor Traffic Signals 3/22	22-0173	$ 1,552.50
			Svc/Traffic Plan Review/Signal Timing Support 3/22	22-0174	$ 675.00
59399	1171 - HDL COREN & CONE	$ 3,556.25			
			Svc/Property Tax Auditing 4/1/22-6/30/22	SIN016382	$ 3,556.25
59400	128739 - HOME DEPOT CREDIT SVC-MAINT	$ 1,476.69			
			Supplies/Maint 3/22	4/29/22	$ 1,476.69
59401	120061 - HOSE MAN, THE	$ 18.35			
			Sweeper Hose Fittings(3) 2/25	1281137-0001-01	$ 18.35

City of Cypress
Payment Register
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59402	1771 - INNOVATIVE LOCK SERVICES/DORANTES, DREW K	$ 369.05			
			Install/Dead Bolt/Evergreen Park Restroom 3/16	INV-0780	$ 369.05
59403	103024 - JHM & CARSON SUPPLY	$ 115.17			
			Channel Lock(1)/Oak Knoll Park 4/11	76041/3(A)	$ 3.44
			Irrigation Valve(1)/Oak Knoll Park 4/11	76041/3	$ 111.73
59404	2023 - KELLEY, JORDAN	$ 36.00			
			Meal/First Aid-CPR 4/8	Reimb 4/29/22	$ 12.00
			Meals/Search Warrant Workshop 3/21-3/22	Reimb(A) 4/29/22	$ 24.00
59405	111014 - KENNYS MUFFLER SERVICE	$ 150.00			
			Svc/Weld Light Pole/Maint Yard Parking Lot 3/29	18697	$ 150.00
59406	37 - KIDZ LOVE SOCCER-NORTH AMER YOUTH ACTIVITIES, LLC	$ 3,571.10			
			Instruct/Youth Soccer 3/26-5/7	5/7/22	$ 3,571.10
59407	120666 - L'S UPHOLSTERY	$ 380.81			
			Svc/Upholster Seat/Unit #117	31270	$ 380.81
59408	7 - LACAL EQUIPMENT, INC	$ 1,301.72			
			Cylinder Clevis(2)/Pivot Shaft(1)/Misc Sweeper Parts 4/5	0362546-IN	$ 690.82
			Water Pump(1)/Spindles(2)/Misc Sweeper Parts 4/15	0363203-IN	$ 610.90
59409	1607 - LEMMON, BRADLEY	$ 132.00			
			Meals/Advance Roadside Impaired Driving Enforcement 3/24-3/25	Reimb(A) 4/29/22	$ 24.00
			Meals/Drug Recognition Expert Course 4/4-4/14	Reimb 4/29/22	$ 108.00
59410	1110 - LINE-X OF ORANGE COUNTY	$ 838.75			
			Install Protective Coating/Unit #619	10268	$ 838.75
59411	112017 - LOS ALTOS TROPHY CAL-LINE INVESTMENTS	$ 31.85			
			Gavel(1)/Outgoing Sr Commissioner 4/11	89339	$ 31.85
59412	933 - LSA ASSOCIATES, INC	$ 5,767.25			
			Consult/Housing Element Update 3/22	182304	$ 622.25
			Consult/Housing Element/Enviro Impact Report 3/22	182040	$ 5,145.00
59413	111271 - MAR-CO EQUIPMENT CO	$ 451.23			
			Sweeper Blocks(2)/Switch(1) 3/31	184910	$ 98.05
			Sweeper Oil Filter Hoses(2) 3/25	184789	$ 177.26
			Sweeper Oil Filter Hoses(2) 3/31	184911	$ 175.92
59414	113056 - MCMASTER CARR SUPPLY CO	$ 221.28			
			Paper Towel Dispenser(1)/Push Broom(1) 3/10	74331392	$ 142.12
			Reflective Tape(60 Ft) 3/30	75459638	$ 79.16
59415	200 - MELLANA, THOMAS	$ 12.00			
			Meal/First Aid-CPR 3/29	Reimb 4/29/22	$ 12.00
59416	2008 - MEP CONSTRUCTION SERVICES	$ 4,016.71			
			Retention/Construct/Maint Yard Restroom & Locker Room Rehab	4/29/22	$ 4,016.71
59417	129801 - MUTUAL LIQUID GAS & EQUIP	$ 878.13			
			Propane(300 Gls) 3/8	586457	$ 878.13
59418	1445 - MVP SECURITY SYSTEMS, INC.	$ 400.00			
			Svc/Adjust Security Gate Reader 2/25	1855	$ 400.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59419	129724 - NAPA AUTO PARTS/SO CAL AUTO & TRUCK PARTS INC	$ 1,992.32			
			Air Filters(5)/Micro V Belt(1)/Misc 3/29	408970	$ 136.96
			Brake Rotors(2)/Wiper Blades(6)/Misc 3/21	408287	$ 308.14
			Brake Rotors(8)/Disc Brake Pads(2)/Misc 2/25	406643	$ 878.04
			Disc Brake Pads(4) 3/9	407576	$ 405.31
			Replace/Brake Rotor(1)/Brake Pads(1)/641	409462	$ 218.96
			Replace/Lamp/Unit #141	409142	$ 26.60
			Replace/Wire Kit/Unit #151	408214	$ 18.31
59420	103425 - NATIONWIDE-VETERINARY PET INSURANCE	$ 726.09			
			PD Pet Insurance/Bono 6/3/22-6/2/23	C259064222-23	$ 726.09
59421	116455 - O H CASEY INC	$ 340.00			
			Svc/Porta-Pottie(1)/Tennis Courts 4/15-5/12	0001481939	$ 340.00
59422	672 - O'REILLY AUTO PARTS	$ 1,207.90			
			Control Arm Assemblies(2)/Oil Filters(13) 3/21	3078-312143	$ 266.45
			Control Arm Assemblies(4)/Wiper Fluid(6 Gls) 3/4	3078-308482	$ 412.23
			Lift Supports(8)/MCP 3/28	3078-313068	$ 225.54
			Motor Oil(30 Qts) 3/21	3078-312143(A)	$ 193.63
			Oil Filters(2) 3/29	3078-314662	$ 6.81
			Replace/Park Brake Cable/Unit #118	3078-316755	$ 21.60
			Replace/Tailgate/Unit #140	3078-315037	$ 81.64
59423	1972 - OCLA CONSTRUCTION & ENGINEERING	$ 10,670.62			
			Retention/Construct/Sr Center Restroom Improvements	#6-Retention	$ 10,670.62
59424	129575 - PARKHOUSE TIRE INC	$ 548.48			
			Sweeper Tire(1) 3/30	1020253995	$ 387.26
			Vehicle Tire(1) 3/30	1020254144	$ 161.22
59425	1966 - REIHANIFAM, CHRISTOPHER	$ 12.00			
			Meal/Mobile Surveillance Course 3/31	Reimb 4/29/22	$ 12.00
59426	1143 - ROCKEY MURATA LANDSCAPE MAINT SVCS, INC	$ 1,802.00			
			Svc/Fertilization/Sorrento Tract 3/31	58156	$ 1,802.00
59427	109096 - S.C. SIGNS & SUPPLIES, LLC	$ 1,448.17			
			Sign Posts(6)/Street Signs(6)/Anchors(6)/Sleeves(6) 3/3	225298	$ 769.34
			Stenciled Barricades(15) 3/11	225342	$ 678.83
59428	111301 - S.C. YAMAMOTO, INC	$ 58,508.78			
			Svc/Landscape/Citywide 2/22	1416864	$ 14,820.00
			Svc/Landscape/Citywide 3/22	1416864(A)	$ 14,820.00
			Svc/Landscape/Right of Way & Berm 2/22	1416862	$ 14,434.39
			Svc/Landscape/Right of Way & Berm 3/22	1416862(A)	$ 14,434.39
59429	1975 - SAFELITE FULFILLMENT INC	$ 847.53			
			Replace/Windshield/Unit #802	05074-281510	$ 847.53
59430	106893 - SAFESHRED	$ 40.00			
			W/C Svc/Shredding 3/15	331512	$ 40.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59431	2031 - SDI PRESENCE LLC	$ 2,316.21			
			W/C Svc/Monitor IT/CAD System 3/22	9024	$ 2,316.21
59432	122939 - SHI INTERNATIONAL CORP	$ 24,575.00			
			Soffware Support & Maint/Internal Risk Monitor 5/26/22-10/25/23	B15113069	$ 24,575.00
59433	939 - SKYHAWKS SPORTS ACADEMY, INC	$ 4,219.58			
			Instruct/Youth Sports 3/23-5/21	5/21/22	$ 4,139.20
			Instruct/Youth Sports/Late Registration 1/15-3/12	3/12/22(A)	$ 80.38
59434	165 - SKYLINE SAFETY & SUPPLY-PATRICIA SONTAG	$ 67.64			
			Safety Jacket(1) 4/6	6794	$ 67.64
59435	119016 - SO CAL EDISON	$ 2,723.59			
			700351486618 Svc/Willow Park 3/22	3/22(D)	$ 226.45
			700564248438 Svc/Traffic Signals 3/22	3/22(C)	$ 2,497.14
59436	119017 - SO CAL GAS CO	$ 42.64			
			14011061398 Svc/Storm Drain 4/22	4/22	$ 23.07
			16111070716 Svc/Storm Drain 4/22	4/22(A)	$ 19.57
59437	1976 - SONSRAY MACHINERY, LLC	$ 52.13			
			Backhoe Keys(4)/Unit# 320 3/7	PSO011655-1	$ 52.13
59438	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	$ 60.00			
			PD Svc/Shredding 4/11	195224	$ 60.00
59439	125888 - SPARKLETTS	$ 247.91			
			Maint Bottled Water 3/22	4106666 3/22	$ 99.71
			PD Bottled Water 3/22	4104648 3/22	$ 70.72
			Sr Center Bottled Water 3/22	4104716 3/22	$ 16.64
			W/C Bottled Water 3/22	4089647 3/22	$ 60.84
59440	1330 - SUPERIOR PROPERTY SERVICES, INC-SUPERIOR GRAFFITI	$ 7,084.00			
			Svc/Graffiti Removal/Streets & Parks 3/22	17279	$ 7,084.00
59441	588 - THE COUNSELING TEAM INTERNATIONAL	$ 1,285.00			
			PD Svc/Employee Counseling 3/22	81861	$ 1,000.00
			W/C Svc/Employee Counseling 3/22	81928	$ 285.00
59442	2009 - THE ROYAL RESORT K9 BOARDING AND TRAINING CENTER	$ 288.00			
			PD Svc/K9 Boarding/Kubo 4/6-4/14/22	B010113	$ 288.00
59443	851 - THE UPS STORE, #5882	$ 200.00			
			Svc/Fingerprints(1)/Rec Contractors 3/22	4/7/2022(A)	$ 20.00
			Svc/Fingerprints(9)/Rec Volunteers 3/22	4/7/2022	$ 180.00
59444	120010 - TIFFANYS GLASS & MIRROR	$ 667.70			
			Replace/Glass Window(1)/PD 3/16	127782	$ 667.70
59445	109042 - TIME WARNER CABLE/SPECTRUM	$ 515.00			
			W/C Svc/Internet 3/31-4/30	0307955033122	$ 515.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59446	591 - TRC-VALI COOPER AND ASSOCIATES, INC	$ 69,182.80			
			Final/Inspect/Arterial Street Rehab 3/22	36506	$ 27,305.10
			Inspect/Arterial Street Rehab 2/22	36308	$ 22,572.00
			Inspect/Engineering Permits #2713 & #2714 7/21	33824	$ 220.00
			Inspect/Sewer Improvements/Lexington Park 3/31	36504	$ 4,653.70
			Inspect/Various Non-CIP Engineering Permits 3/22	36502	$ 14,432.00
59447	1139 - UNIFIRST CORP	$ 383.00			
			Svc/Floor Mats/Comm Center 10/19	324-2623283	$ 43.75
			Svc/Floor Mats/Comm Center 10/5	324-2616640	$ 43.75
			Svc/Floor Mats/Comm Center 11/16	324-2636552	$ 43.75
			Svc/Floor Mats/Comm Center 11/2	324-2629918	$ 43.75
			Svc/Floor Mats/Comm Center 12/21	324-2653173	$ 43.75
			Svc/Floor Mats/Comm Center 12/7	324-2646526	$ 43.75
			Svc/Floor Mats/Comm Center 9/14	324-2606735	$ 43.75
			Svc/Floor Mats/Comm Center 9/21	324-2610019	$ 43.75
			Svc/Floor Mats/PD 1/18	324-2666408	$ 8.25
			Svc/Floor Mats/PD 1/4	324-2659709	$ 8.25
			Svc/Floor Mats/PD 12/21	324-2652771	$ 8.25
			Svc/Floor Mats/PD 2/1	324-2673123	$ 8.25
59448	1242 - UNIFORM DEPOT, INC-MR UNIFORM	$ 43.80			
			PD Uniform/Aid BRosete	6280	$ 43.80
59449	2072 - VELASCO, ALICIA	$ 1,000.00			
			Executive Mgmt Wellness Program 2021-2023	Reimb 4/29/22	$ 1,000.00
59450	129595 - VERIZON WIRELESS - CA	$ 76.85			
			Cell Svc/Rec 4/22	4/22	$ 76.85
59451	1993 - WATANABE , BRYCE I	$ 1,297.40			
			Instruct/Karate 3/28-4/20	4/20/22	$ 1,297.40
59452	1314 - WATCHGUARD VIDEO	$ 874.93			
			PD Portable Radio Chargers(8) 3/28	ACCINV0035648	$ 874.93
59453	112149 - WESTERN EXTERMINATOR COMPANY	$ 1,167.30			
			Svc/Pest Control/Citywide 1/22	38638C	$ 362.60
			Svc/Pest Control/Citywide 12/21	31824C	$ 362.60
			Svc/Pest Control/Citywide 2/22	59633C	$ 362.60
			Svc/Rodent Control/City Hall 1/22	13341827	$ 26.50
			Svc/Rodent Control/City Hall 12/22	3075486	$ 26.50
			Svc/Rodent Control/City Hall 2/22	13596309	$ 26.50
59454	2012 - WILLDAN ENGINEERING	$ 140.00			
			Svc/Neighborhood Preservation/Code Enforcement 3/22	00226293	$ 140.00

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Payment Register
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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59455	101980 - WORTHINGTON FORD	$ 1,852.82			
			Alternators(2)/Exhaust Sensor(1)/Misc 2/25	5140311	$ 470.78
			Credit/Alternator Core(1) 2/25	5140385	$ (80.81)
			Replace/Fuel Pump/Unit #640	125037/1	$ 845.89
			Replace/Vapor Valve/Unit #626	124623/1	$ 170.41
			Tire Sensors(2)/Exhaust Sensors(2) 3/7	5140987	$ 198.84
			Tire Sensors(3)/Window Switches(2) 2/9	5138961	$ 247.71
59456	1974 - YUNEX LLC	$ 17,516.64			
			Repair/Street Lights 3/22	5620039494	$ 2,140.00
			Repairs/Traffic Signals 3/22	5620039531	$ 5,500.50
			Replace/Traffic Signal/Moody & Orange 3/11	5620039532	$ 5,556.00
			Svc/Street Light Survey 3/22	5610280368	$ 189.07
			Traffic Signal Maint 3/22	5610280391	$ 4,131.07
59457	0 - ALBERTO, AVELINO	$ 100.00			
			Refund/Facility Deposit/Contract #5754	Rfd 4/25/22	$ 100.00
59458	0 - APOSTOLIC CHURCH INTERNATIONAL	$ 300.00			
			Refund/Facility Deposit/Contract #5674	Rfd 4/29/22	$ 300.00
59459	0 - FRISCH, ROBERT	$ 500.00			
			Refund/Pool Bond/Permit #BS-22-303/CDD-22-19	Rfd 4/29/22	$ 500.00
59460	0 - HODGES, JANICE	$ 300.00			
			Refund/Facility Deposit/Contract #5738	Rfd 4/29/22	$ 300.00
59461	0 - OLMOS, ANALYN	$ 100.00			
			Refund/Facility Deposit/Contract #5704	Rfd 4/29/22	$ 100.00
Total EFTs		$ 399,642.35			$ 399,642.35
Total Warrants		428,857.37			428,857.37
Transfer to Payroll (W1474)		735,228.43	Payroll 04/15/22-04/29/22		735,228.43
Grand Totals		$ 1,563,728.15			$ 1,563,728.15

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **18.**

FROM: Scott Minikus, Council Member

DATE: 05/23/2022

SUBJECT: **Consider a Proclamation in Support of Diversity and Inclusion**

RECOMMENDATION

Approve a Proclamation in Support of Diversity and Inclusion.

DISCUSSION

Council Member Minikus requested a proclamation in support of diversity and inclusion be added to the May 9 City Council agenda. At their May 9 meeting, the City Council voted to continue this item to the next regular meeting. The attached proclamation was drafted using similar proclamations from governments throughout California and across the nation as a guide.

BUDGET IMPACT

None.

LEGAL REVIEW

None.

APPROVED BY: Peter Grant, City Manager

Attachments

Proclamation

PROCLAMATION IN SUPPORT OF DIVERSITY AND INCLUSION

WHEREAS, the City of Cypress' Vision Statement is, "Cypress, an engaged and diverse community, will honor the past and embrace sustainable growth for families and businesses to prosper"; and

WHEREAS, the City of Cypress is a diverse and vibrant community, committed to promoting an accessible, safe, welcoming and inclusive community; and

WHEREAS, the City of Cypress welcomes and celebrates all people, of all races, colors, religions, national origins, sexes, genders, ages, abilities, neurodiversities, or cultures; and

WHEREAS, our community values all people, regardless of race, color, religion, national origin, sex, gender, age, ability, neurodiversity, or culture; and

WHEREAS, we recognize that diversity and inclusion are essential to our community; and

WHEREAS, the City of Cypress seeks to engage and include all residents, neighborhoods, community groups, and ethnic groups in their municipal government and embraces the critical role that City leaders play in fostering these values in future generations of citizens.

NOW, THEREFORE, I, PAULO M. MORALES, Mayor of the City of Cypress, along with my fellow Council Members, do hereby proclaim the City of Cypress' Support for Diversity and Inclusion, and proclaim our commitment to:

- Build awareness and embrace tolerance; and
- Every individual having the ability to live freely and express their opinions free from fear, intolerance and prejudice; and
- Invite and encourage our community to promote inclusiveness, celebrate diversity, support all community members, prevent the spread of disinformation, and reject hate and bias in all forms; and
- Encourage our residents to:
    - Include others and make them feel welcome;
    - Create an accepting community;
    - Listen and learn from others and their perspectives;
    - Speak up against unkind and hateful behaviors;
    - Make conscious choices that positively impact our community;
    - Protect others from prejudice and discrimination;

- Actively seek opportunities to unite our community and reject efforts to divide us; and
- Respect and embrace everyone for who they are.

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PAULO M. MORALES
MAYOR OF THE CITY OF CYPRESS
Dated: May 9, 2022