

**AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. TO PROVIDE ON-CALL
ENGINEERING PLAN CHECK SERVICES FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 16th day of July, 2024 by and between Charles Abbott Associates, Inc., a California corporation ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. On March 19, 2024, the City issued Request for Proposal ("RFP") No. 24-035, by which it sought qualified firms to provide on-call engineering plan check services for the City's Public Works Agency.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 24-035.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional engineering firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an on-call basis, and at the City's sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 24-035, which is attached as **Exhibit A**, and as more specifically delineated in Contractor's proposal, which is attached as **Exhibit B** and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit C**. Contractor is one of five (5) contractors selected to provide engineering plan check services on an on-call basis under RFP 24-035. The total annual compensation for the services provided by all such contractors selected under RFP 24-035 shall not exceed the aggregate amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000). The total aggregate amount to be expended by all such contractors during the full term of the Agreement, including extension periods, if any, shall not exceed One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000).
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper

invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above for an initial three year term and terminate on June 30, 2027, unless terminated earlier in accordance with Section 16, below. The term of this Agreement may be extended for a single, two-year extension upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not

be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below for the entire Term of this Agreement against claims for injuries to persons or damage to property which may arise from or in connection with services, products and materials supplied to City. Total cost of such insurance shall be borne by Contractor.

a. Minimum Scope and Limit of Insurance

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate. Required policy limits can be met with primary and umbrella/excess insurance policies.
- 2. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1) with a limit no less than **\$1,000,000** combined single limits.
- 3. Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- 4. Professional Liability Insurance:** with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** aggregate.
- 5. Broader Coverage:** if the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

- 1. Additional Insured Status:** The City, its City Council, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Contractor's CGL, Professional Liability, and Automobile Liability policies, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
- 2. Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

3. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. **Severability of Interest:** A severability of interest provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
5. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, voided, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium. Contractor shall provide 30 days' advanced written notice to City if any policy is reduced in coverage or in limits.
6. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
8. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis: (1) the Retroactive Date must be shown and must be before the date of the contract; (2) Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of three years after completion of work.
9. **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

10. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

11. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor

shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

The Contractor may terminate this Agreement by providing City with sixty (60) days' advanced written notice.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other

governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

21. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-647-5635

To Contractor:

Mike Podegracz, PE, Director
Charles Abbott Associates, Inc.
27201 Puerta Real, #200
Mission Viejo, CA 92691
mikepodegracz@caa.inc

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Jennifer L. Hall
Clerk of the Council

Alvaro Nuñez
Acting City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

CHARLES ABBOTT ASSOCIATES, INC:

By: Kyle Nellesen
Kyle Nellesen
Assistant City Attorney

Rusty R. Reed
Name: Rusty R. Reed
Title: President

RECOMMENDED FOR APPROVAL:

Nabil Saba Digitally signed by Nabil Saba
Date: 2024.07.02 11:33:04
-07'00'

Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A - SCOPE OF WORK

Appendix ATTACHMENT 1 SCOPE OF WORK

CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR ON-CALL ENGINEERING PLAN CHECK SERVICES RFP NO. 24-035

INTRODUCTION

The City of Santa Ana is located in the County of Orange in Southern California. The City encompasses 27.5 square miles and a population of over 325,000 people.

The City of Santa Ana intends to retain Civil Engineering Consultants on an as-needed or "on-call" basis. A Professional Services Agreement will be entered into with several of the qualified firms Civil Engineering consultant(s) to provide plan check services for a variety of projects on an on-call, as-needed basis, the selected firm(s) may later be asked to provide professional engineering services proposals on specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

In general, work consists of Public Works Engineering plan check services. The plan check may include street improvement plans, grading plans, water quality management plans, storm drain improvement plans, signing and striping plans, traffic studies, traffic signal plans, signal modifications, street lighting plans, traffic control plans, landscape and irrigation plans, land survey documents such as: tract maps, parcel maps, dedication legal description.

In the past, the City has utilized professional and administrative staff on as needed basis to meet the goals and objectives of the City in the delivery of quality and on time services. The staff services are an extension to the current workforce and work in conjunction to better serve and complement the needs of the Public Works Agency.

In summary, the City of Santa Ana is soliciting proposals from qualified firms to provide engineering and survey plan check services for Public Works. This request for proposal (RFP) provides interested qualified firms with the information enabling them to submit a Service Bid Proposal and to provide the services described herein. The City may select up to five (5) consultants to provide the services described herein.

Description of Work:

On as needed basis, the Consultant/s will provide the City with engineering and land surveying plan check services to the Public Work Department. The work consists of general engineering plan check for offsite improvements related to land development projects in the City.

The various plan check services will be for the following areas, including but not limited to:

- Street Improvement Plans
- Grading Plans
- Water Quality Management Plans
- Geotechnical Reports
- Land Surveying
- Legal Description of Dedication
- Final Map Plan Check
- Landscape Architectural and Irrigation
- Environmental
- Transportation/Traffic Studies
- Signing and Striping Plans
- Traffic Signal Plans
- Street Lighting Plans

In addition to general engineering design projects Consultants may be asked to perform the duties of the City Land Surveyor and sign Final Maps.

Consultant Responsibilities:

On an as-needed basis, the Consultant(s) will be requested to conduct plan review services for the City, whether through paper submissions or electronic plan review. The City is currently using ProjectDox as its online/electronic plan review platform, and it is required that the Consultant(s) familiarize themselves with this software and any other software the City might use in the future.

The City of Santa Ana is dedicated to enhancing the customer experience throughout the plan review process. To achieve this, the City has established a guideline ensuring that the initial plan review will be completed within a maximum of four weeks, followed by a two-week period for the second review, and a one-week turnaround time for any further reviews if necessary.

Consultant(s) are required to deliver weekly updates to the City staff, detailing the progress of the plan review, the anticipated completion date, and the hours dedicated to the plan check. Consultants must present their comments to applicants in a list format, as an independent document, which could be easily understood and interpreted on its own. It is essential that Consultants offer clear, detailed comments designed to assist the applicant in achieving plan approval with minimal resubmissions.

Consultants(s) are required to provide monthly invoices for the hours dedicated reviewing plans.

The City reserves the right to interview any of the plan checkers, or other staff, prior to allowing plan check services. Registered Professional Engineers and Licensed Land Surveyors may be required to sign plans, specifications and contract legal documents.

Sample Fee Proposal

Consultant shall submit a fee proposal as described below. The proposal will be used for fee comparison and evaluation purposes.

The proposer shall complete this form and include it along with the billing rates breakdown. This schedule will be used to identify different plan check hourly rate for each different type of plan check. Consultants are to identify their own staff to review different plan types, but only provide to the City an overall hourly rate for each different plan check type. This will only be used for comparison purposes and may be changed if agreed upon by both parties.

PROPOSER FEE RATE SCHEDULE

<u>TITLE</u>	<u>COMPANY NAME (date)</u>	<u>BILLING RATE</u>
Street Improvement Plan		\$
Grading Plan		\$
Water Quality Management Plan (WQMP)		\$
Geotechnical Report		\$
Land Surveying Documents		\$
Legal Description of Dedication		\$
Landscape Irrigation Plans		\$
Environmental Documents		\$
Transportation/Traffic Studies		\$
Signing and Striping Plans		\$
Traffic Signal Plans		\$
Street Lighting Plans		\$
Miscellaneous Plan Check		\$

Furthermore, this fee proposal will become part of Exhibit B of the Contract Agreement and will be used to compare with an actual work request.



Charles Abbott Associates, Inc.

PROPOSAL FOR RFP NO: 24-035

On-Call Engineering Plan Check Services

City of Santa Ana

Public Works Agency
20 Civic Center Plaza
Santa Ana, California 92701

Due Date: April 9, 2024 by 2:00 p.m. PT

Charles Abbott Associates, Inc.
27201 Puerta Real #200
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
www.caa.inc

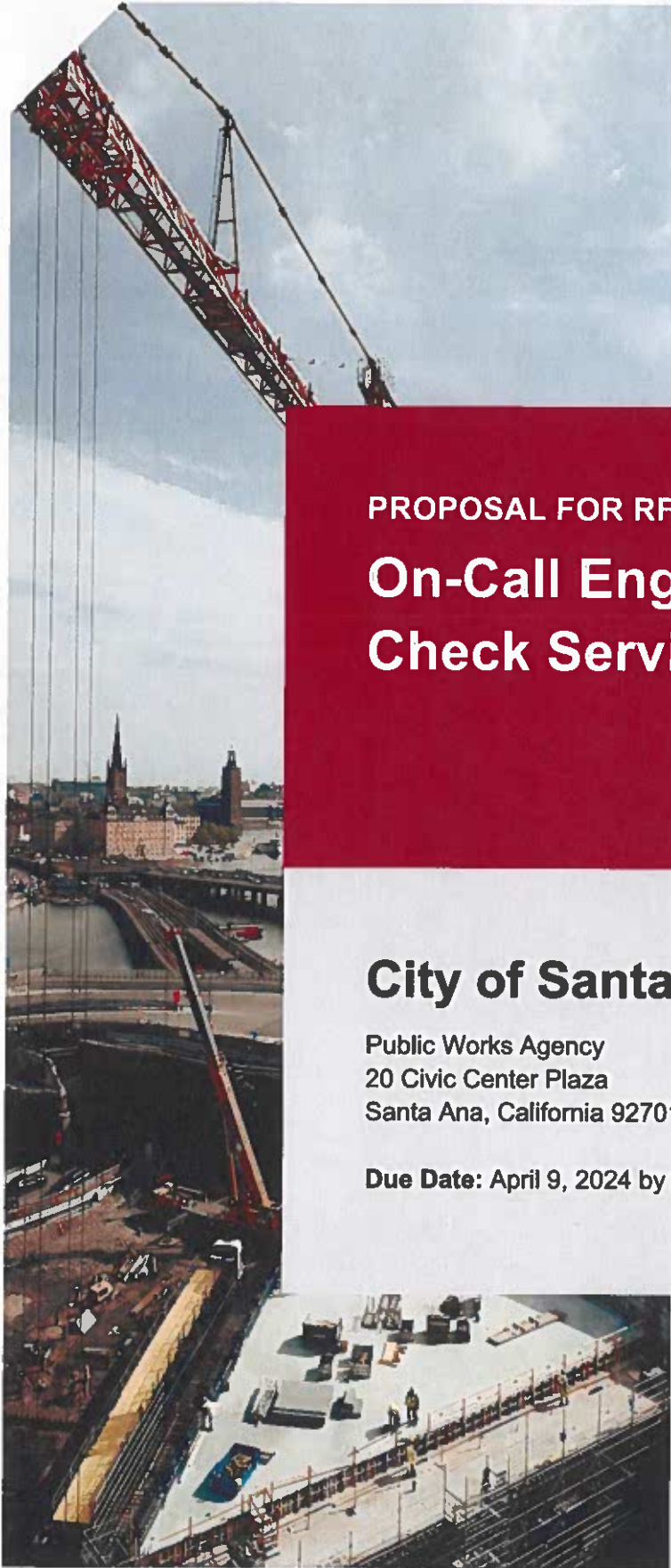


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1. Statement of Qualifications



a. Cover Letter

Charles Abbott Associates, Inc. (CAA) is pleased to offer On-Call Engineering Plan Check Services to the City of Santa Ana (City). CAA is exceptionally well qualified to provide these services to the City. Our experience in development review includes review starting at the entitlement stage and runs through construction document preparation, construction, and inspection. We have experience in a full range of different types and sizes of development, ranging from single rural properties to master planned communities, mixed-use developments, planned unit developments and industrial/commercial business parks, to name a few.

Our team of highly qualified and experienced staff has provided similar services to many cities and counties and brings numerous combined years of related experience to the table. ICC certified plan reviewers and registered civil engineers are available to meet the varying workload demands of the City through electronic review of the plans. All work will be performed under the direction of a licensed engineer registered with the State of California who will review plans for compliance with all applicable codes, regulations, guidelines, and permits regarding grading, water quality, tract maps, parcel maps, street improvements, and other plan check services as required for engineering and development projects.

CAA will provide plan check services for projects including but not limited to the following:

- Rough/Precise Grading
- Street Improvements
- Subdivision Maps
- Final Tract/Parcel Maps/Legal Descriptions
- Hydrology/Hydraulic
- Geotechnical
- Water Quality Management Reports
- Erosion Control
- Landscape Irrigation Plans
- Traffic, Signing and Striping Plans

We currently have staff operating in and providing services for over 37 communities in California, ensuring consistent resource availability, fast response times, and maximum efficiency. Our staff is technically qualified, trained, properly licensed and certified to provide all anticipated services, including public or private project plan review, structural plan review, and building code compliance review.

Company Legal Name: Charles Abbott Associates, Inc.
27201 Puerta Real, #200
Mission Viejo, CA 92691
(866) 530-4980
info@caa.inc
<http://www.caa.inc>

Organizational Structure: Corporation

Principal Owners: Susan Abbott, Rusty Reed

Authorized Person: Rusty Reed, President
Diann Nolte, Vice President

Point of Contact: Mike Podegracz, PE, Director
mikepodegracz@caa.inc
Phone: (949) 421-8447

Company History: CAA was incorporated in 1984 in the State of California, and has since been providing a growing number of cities with outstanding Engineering, Environmental, and Building Services.

Number of Employees: 217, 124 of which reside in Southern California. The key personnel for this project will be assigned from our nearby headquarter in Mission Viejo, CA.

b. Contract Agreement Statement

CAA acknowledges and agrees to the terms, scope and conditions outlined in the City's Agreement, with the following minor modifications:

Item 7. Insurance, Other Insurance Provisions, Item 5: Please remove the words "reduced in coverage or in limits". A sentence can be added after this one: "The Consultant will provide 30 days' advanced written notice to the City if any policy is reduced in coverage or in limits."

Item 16. Termination: Please add "The Consultant may terminate this agreement by providing the City with 60 days' advanced written notice."

c. Firm and Team Experience

CAA exclusively serves public agencies and is extremely proud of the track record and length of time we have continuously provided high quality, responsive, cost effective, and customer-oriented services to our clients.

CAA employs only highly qualified licensed and registered professionals with extensive construction experience. Our plan review staff works closely with engineers, architects, and designers, providing greater insight as to the constructability of design and the adherence to State and Federal codes, City rules and regulations, Subdivision Map Act and acceptable engineering practices. Our corporate headquarters as well as our plan review office where we have full-time and part-time plan reviewers available to meet additional workload as required has been located in nearby Mission Viejo, CA for the past 18 years. This presence of our local employees gives us the ability to provide additional staff without delay if workload increases or emergencies arise.



The project team identified on the following sections all have participated and completed work similar to the Scope of Work outlined in the City's Request for Proposal and have many years of experience reviewing grading plans (rough and precise), stormdrain, water and sewer plans, street improvement plans, and traffic plans. As part of the review process, we also review hydraulic and hydrology reports, soil reports, structural calculations, engineering reports, and traffic studies for compliance with state and local rules and regulations, as well as general engineering practice.

CAA has the resources available to meet the City's engineering plan check needs. We guarantee high-quality and fast turnaround. We take our commitment to superior services very seriously and undertake each project with a solemn professional obligation to serve the City and the owners, developers, engineers, and builders who process plans through the City's plan review process. Our engineering plan check service is provided by full-time and part-time plan checkers, civil as well as structural and non-structural reviewers, throughout each region and available to meet additional workload as required. CAA plan reviewers are proficient in the use of different software systems as well as Adobe Acrobat for electronic plan review. If requested by the City, CAA will provide daily pick-up and delivery of plans and specifications via a shipping service such as On-Trac or Eclipse at no additional cost to the City. Plans will be picked up and logged in the CAA plan review tracking system before being routed to the appropriate plan checker for review. CAA currently performs engineering, building and safety, and environmental plan check for cities in California, Nevada, Colorado, Florida and Georgia at our corporate office in Mission Viejo.

Mike Podegracz, PE, is the Project Manager selected to work as the day-to-day contact with the City. Danny Chow, PE will serve as Project Engineer and has over 35 years of experience in management, planning, review, design, and construction of civil engineering projects. Additional California registered civil engineers, licensed land surveyors, and environmental scientists are available to provide back-up to the project and to meet the varying workload demands of the City.

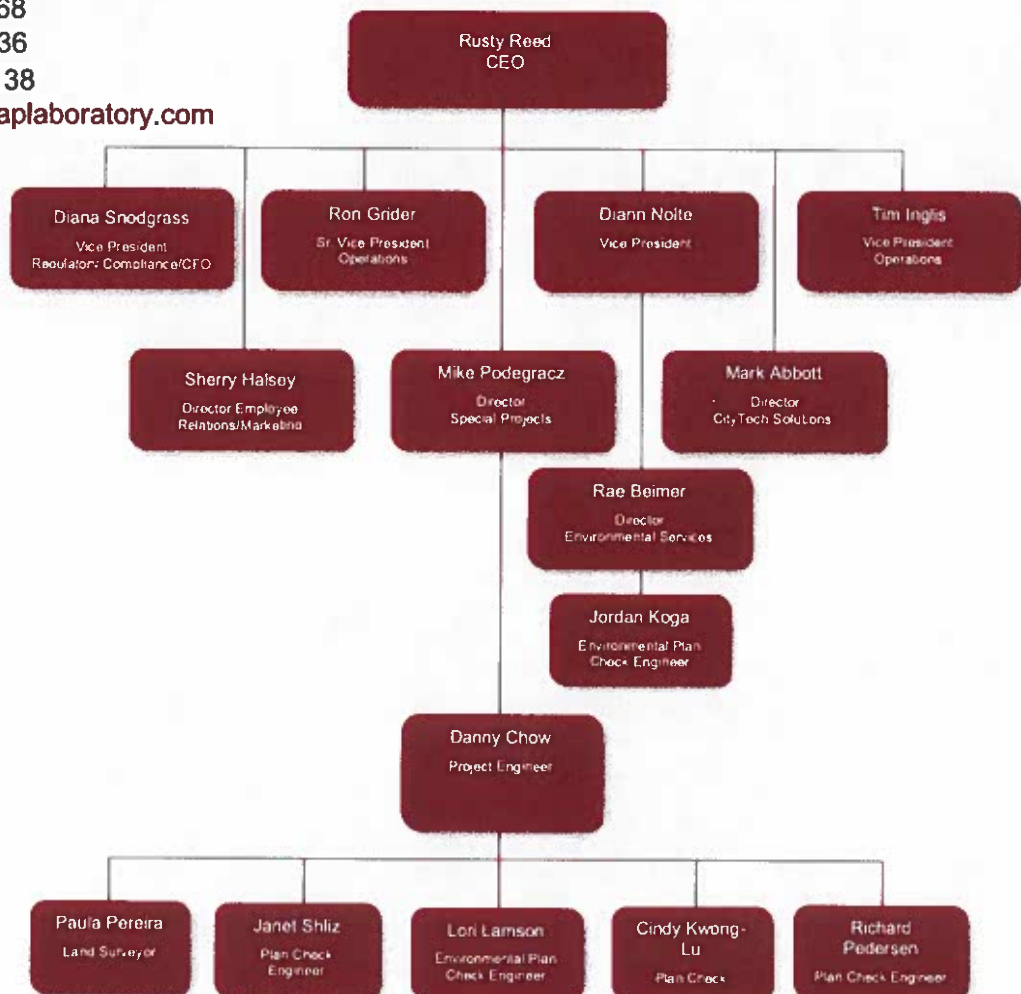
- **Mike Podegracz, PE**, is the Project Manager selected to work as the day-to-day contact with the City. He has over 40 years of engineering experience, including Public Works oversight, preparing plans, specifications and estimates for road improvement projects; administering the Capital Improvement Program; preparing hydraulic and hydrology design and analysis for drainage improvements; implementing Pavement Management Programs; performing traffic studies for roadways; and reviewing, analyzing, and making recommendations on land development projects. Mr. Podegracz will ensure that our policies, procedures, and manpower will provide the level of service the City desires. He will supervise the project and maintain continuous communication with the City to ensure the City is 100% satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours.
- **Danny Chow, PE** will serve as Project Engineer and has over 35 years of experience in management, planning, review, design, and construction of civil engineering projects.
- **Richard Pederson, PE** will serve as Senior Plan Check Engineer and has over 35 years of experience with CAA covering all aspects of City Engineering, Traffic Engineering, Planning, Public Works, and Capital Improvement Programs for municipal clients.
- **Jordan Koga, PE, QSD/QSP** will assist in Engineering and Environmental Plan Checking.

- **Lori Lamson**, will review all Environmental Documents, and has over 36 years of experience in municipal planning and land development.
- **Janet Shliz, MSCE** will serve as Plan Check Engineer and brings well over 34 years of plan checking and design experience to the City's team.
- **Cindy Kwong Lu** will also serve as Plan Check Engineer. Ms. Kwong is a California Registered Professional Engineer and a QSD and will provide plan check services, as necessary.
- **Paula Pereira, PLS**, has over 26 years of professional experience and will serve as Land Surveyor and provide parcel and tract map checking services.

Traffic Engineering may be provided by Hartzog & Crabill, Inc.
 17852 E. 17th Street, Suite 101
 Tustin, CA 92780
 Gerald J. Stock, PE, TE

CAA may utilize the following sub-consultant for the review of Soils and Geotechnical Reports:

AP Engineering & Testing, Inc.
 2607 Pomona Blvd.,
 Pomona, CA 91768
 Tel: (909) 869-6136
 Fax: (909) 869-6138
 Email: apichart@aplaboratory.com



Mike Podegracz, PE, Director

Regional Director

Years of Experience

40+

Education

B.S., Civil Engineering, Loyola Marymount
University, Los Angeles

Professional Memberships

American Society of Civil Engineers
American Water Works Association
International City Manager Association
California City Manager Foundation

Certifications

Licensed Civil Engineer, California (C33445), Colorado (51626), Florida (81211), Georgia (PE 041120),
Utah (10931759-2202) and Texas (131553)
California Disaster Service Worker ID 80622

Mr. Podegracz provides project management services for various commercial development and transportation related projects. He is currently service as Project Manager for the City of Yucaipa's Wildwood Canyon Road Freeway Interchange at Interstate 10 Project Study Report. He is also providing Project Management Services for a mixed use commercial and residential development for the City of Twentynine Palms.

Mr. Podegracz served as the City Manager for the City of Hesperia for over 10 years and was responsible for the direction, planning, organization, design, maintenance and management of a full service City that included Planning, Building and Safety, Engineering, Code Enforcement, Animal Control, Public Works (streets, storm drain, water and sewer), Finance and Community Relations.

Prior to serving as City Manager, Mr. Podegracz served as Director of Development Services/City Engineer for the City of Hesperia for 5 years. In this capacity, he served as the Public Works Director and oversaw the operation and maintenance of the City's 500 miles of street, 550 miles of water pipelines (including reservoirs, booster stations and water wells), 150 miles of sewer pipelines, and 25 miles of storm drains. He also oversaw the implementation of a new Asset and Maintenance Management software system for the entire department. As City Engineer, Mr. Podegracz's responsibilities included preparing plans, specifications and estimates for road improvement projects; administering the Capital Improvement Program; preparing hydraulic and hydrology design and analysis for drainage improvements; implementing the City's Pavement Management Program; performing traffic studies for roadways; and reviewing, analyzing, and making recommendations on land development projects.

Prior to working with the City, Mr. Podegracz provided consulting services for over 22 years to governmental clients that included cities, counties, special districts and the federal government.

He was also involved in the planning, design and construction management of municipal infrastructure projects that included; roadway improvement projects including pavement overlays, pavement reconstruction, concrete curb, gutter and sidewalk, landscape and lighting; storm drain projects including concrete box culverts, channels and pipelines; water systems including large and small diameter pipelines, booster stations, water wells and above ground welded steel reservoirs, and; wastewater systems including pipelines and lift stations.

Previous Project Experience

- City Manager, City of Hesperia, CA
- Director of Development Services/City Engineer, City of Hesperia, CA
- Vice President and Project Manager, So & Associates Engineers, Inc.
- Project Engineer, Brockmeier Consulting Engineers

Danny Chow, PE

Registered Civil Engineer/Plan Checker

Years of Experience

37+

Education

M.S., Civil Engineering,
California State University, Fullerton
B.S., Electrical Engineering,
California State University, Fullerton

License

Civil Engineer: California, Nevada, Oregon, Washington, Georgia, Texas, and Montana

Professional Memberships

American Society of Civil Engineers

Certifications

California Qualified SWPPP Developer (QSD)
and Qualified SWPPP Practitioner (QSP)

Georgia Soil and Water Conservation Level 2
Certification for Erosion Control Plan Design
and Review

Mr. Chow has over 37 years of experience in management, planning, review, design, and construction of civil engineering projects. Of his 21 years with Charles Abbott Associates, Inc., he has been in charge of and managed numerous CIP projects from funding, design, bidding, and construction through completion for several agencies as project manager and provided the highest level of service to those agencies. His past experience includes street maintenance and rehabilitation, street widening, flood control and storm drains, parking facilities, public transportation facilities, parks and recreations, and other CIP projects, as well as coordination with local, state, and federal agencies. Danny has provided civil reviews for numerous projects in California, Nevada, Georgia, and Texas. His review experience ranges from grading plans, street improvement plans, drainage plans, hydrology and hydraulics, water plans, sewer plans, NPDES, engineering reports of various types, as well as assessment districts.

Recent Project Experience

- Review of drainage studies, storm drain plans, grading plans, street improvement plans, water plans, sewer plans, erosion control plans, SWPPP, and other development related documents
- Design (street rehabilitation, realignment, widening, overlay, storm drain, and public parking)
- Review of Engineering Studies (hydrology, hydraulics, cost analysis, and geotechnical)
- CIP Management
- Safe Route to Schools projects
- Public Works Inspections
- Bus Transit Center design and construction management

Richard Pedersen, PE**Registered Civil Engineer/Plan Checker****Years of Experience**

35+

Education

B.S., Civil Engineering,
Brigham Young University

License

Civil Engineer: California

Professional Memberships

American Society of Civil Engineers

Mr. Pedersen has been a Project Manager for CAA for 34 years and has over 35 years of experience in providing consultant services. His work experience covers the expanse of the public sector from the city and local levels to the county, state, and federal levels. His managerial expertise has been focused to city engineer positions, bringing a deep understanding of unique problems and the ability to find solutions to meet the particular needs of any City. Mr. Pedersen is currently serving as the Deputy Town Engineer for the Town of Apple Valley and City Engineer for the City of Twentynine Palms and has done so since 1990.

Recent Project Experience

- Writes and identifies codes, ordinances, and resolutions for implementation.
- Administers city design services for preparation of plans, specifications, and construction; manages and administers engineering and public works permit procedures, inspection services and records.
- Identifies traffic safety issues, develops strategies, programs, and projects to enhance traffic safety from inception to completion.
- Develops short and long-range capital improvement programs, and coordinates and identifies methods of funding.
- Administers the implementation of Public Works Maintenance Contracts.

Jordan Koga, PE, CESSWI, QSD/QSP

Years of Experience

5+

Education

B.S., Environmental Engineering, University of California, Riverside

Professional Memberships

California Stormwater Quality Association (CASQA)

American Public Works Association (APWA)

Certifications

PE

CESSWI

QSD/QSP

Mr. Koga possesses a wide range of National Pollutant Discharge Elimination System (NPDES) and construction plan review experience, and has performed a variety of duties including program management, project management, WQMP plan review, Storm Water Pollution Prevention Plan (SWPPP) reviews, industrial and commercial facility inspections, and General Construction Activities Stormwater Permit (GCASP) site inspections. He is experienced with all aspects of NPDES MS4 Permit compliance requirements and will assist in Engineering and Environmental Plan Checking for the City.

Recent Project Experience

- City of Moreno Valley, NPDES Permit Program Management and Project Engineer: Mr. Koga assists in administering and implementing the City's Stormwater program for compliance with all aspects of the Riverside County Municipal Stormwater Permit, including development plan reviews. He is also assigned to oversee land development projects, including overseeing plan review by outside consultants and coordinating with developer and City inspectors.
- Town of Apple Valley, NPDES Permit Program Management Services: Mr. Koga assists in administering and implementing the Town's Stormwater program for compliance with all aspects of the Phase II Permit, including development plan reviews.
- City of Yucaipa Development Plan Review Services: Mr. Koga performs development plan review services to the City in compliance with the San Bernardino County Municipal Stormwater Permit.
- Cities of Lake Elsinore, Los Alamitos, and Cypress, Development Plan Review Services: Mr. Koga performs development plan review and post construction BMP inspection services for these cities in compliance with the Santa Ana Municipal Stormwater Permit.

Lori Lamson

Years of Experience

36+

Education

M.S., Public Administration, California State University, Long Beach

B.S. Urban and Regional Planning, Cal Poly Pomona

Ms. Lamson assists with Environmental Plan Review as needed. She has thirty years of experience writing and reviewing California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) clearance documents for all types of development projects as well as advance planning projects. She was responsible for preparing all CEQA and NEPA documents for all city projects, and prepared required Environmental documentation for grant funding of many city programs and projects. This included federally funded as well as state funds. Previously the Assistant Town Manager for the Town of Apple Valley, she has overseen land use planning in the town for 15 years and worked in local government planning for 27 years. She possesses a strong understanding and experience in balancing community needs, including economic growth, jobs, and recreation, with natural resource needs and conservation.

Recent Project Experience

- Town of Apple Valley, Assistant Town Manager
- Town of Apple Valley, Community Development Director

Janet Shliz, MSCE**Plan Checker****Years of Experience**

34+

Education

B.S., Civil Engineering, Moldova Polytechnical Institute, 1977

M.S., Civil Engineering, Moldova Polytechnical Institute, 1979

Ms. Shliz has over 34 years of experience in plan review, planning, and design of civil engineering projects. During her 15 years with Charles Abbott Associates, Inc., she has reviewed many projects in Southern California ranging from grading plans (rough and precise) to erosion control, street improvement and parking lot plans. She has spent most of her years with CAA reviewing projects for several of our municipal clients in Southern California, many of which are in LA and Orange Counties. Janet has designed and reviewed numerous CIP projects from, bidding, and construction, through completion for several agencies. Her past experience includes pavement management and evaluation, street maintenance and rehabilitation, street widening, parking facilities, public transportation facilities, parks and recreation, and other CIP projects, and coordination with local, state, and federal agencies. Most of her experience is in municipal arena.

Recent Project Experience

- City of Yucaipa, Uptown improvement project plan review
- City of Yucaipa, 120 unit Senior Apartments grading and SWPPP review
- Nye County Nevada, Blagg Road preparation of plans and specifications for the reconstruction of previously failed road
- City of Twentynine Palms, Adobe road preparation of plans and specifications for the street rehabilitation project

Cindy G. Kwong-Lu, PE, LEED AP

Registered Civil Engineer/Plan Checker

Years of Experience

17+

Education

B.S., Civil Engineering, University of California, Los Angeles, 1999

Registration

Civil Engineer: California (C 65945)

Professional Memberships

ICC

Certifications

LEED Accredited Professional, GBCI No. 10469089

Ms. Kwong-Lu has over 17 years of experience in plan review, planning, and design of civil engineering projects. Of her 9 years with Charles Abbott Associates, Inc., she has reviewed many projects in southern California ranging from grading plans (rough and precise) to erosion control, street improvement and parking lot plans. Cindy has been responsible for numerous CIP projects from design, bidding, and construction, through completion for several agencies as design engineer and provided the highest level of service to those agencies. Her past experience includes pavement management and evaluation, street maintenance and rehabilitation, street widening, parking facilities, public transportation facilities, parks and recreation, and other CIP projects, and coordination with local, state, and federal agencies. Most of her experience is in the municipal arena.

Paula Pereira, P.L.S.

Years of Experience

26+

Education

B.S., Surveying Engineering - University of Porto, Portugal, 1997

License

Licensed Land Surveyor California, 8493

California Land Surveyors Association, 12182

Portuguese Board of Engineers, 38970

Ms. Pereira serves as a professional land surveyor at CAA. She joined the firm over 13 years ago, continuing a 26-year career of providing land surveying expertise. Her career is based upon a combination of land surveying knowledge with creative, situation-specific solutions to meet the requirements of unique challenges. Ms. Pereira's background includes handling field and office duties for civil engineering/land surveying and private companies, providing her with a broad understanding of the operations, goals, limitations and needs of private development projects as well as public agencies. She has experience in private development projects, both commercial/industrial and residential, both large and small in size, multi-family and single family as well as in Public Works projects. She also has experience in the preparation and plan check of land surveying documents and maps such as legal descriptions, Tract and Parcel maps, Annexation maps, Records of Survey, Lot Line Adjustments, A.L.T.A. and topography survey maps.

Ms. Pereira has been serving as consulting Engineering Associate for the Town of Apple Valley in San Bernardino County, performing the duties of Town Surveyor and Capital Improvement Projects manager. Ms. Pereira has also been serving as consulting Surveyor for several local agencies throughout the Counties of Los Angeles, Riverside, Orange, Ventura and San Bernardino.

Prior to joining CAA, Ms. Pereira held positions as a Land Surveyor with private civil engineering/land surveying firms in Portugal and Southern California, serving the development communities for over 13 years. Her responsibilities included field and office operations, record data research, calculations, boundary establishments, topography and construction surveys, processing through design, plan check to approval and construction of private and public development projects. Her experience varies from the construction of engineering projects including multi-story buildings, bridges, and roadwork layout, to the construction layout of subdivisions throughout Southern California. She is experienced with boundary establishment, Lot Line Adjustments, Record of Surveys, and has performed many topography, construction and A.L.T.A. surveys.

d. Understanding of Need/Schedule of Delivery

CAA understands the City is seeking the support of an engineering plan checking consultant for to provide on-call civil engineering plan checking services of commercial, industrial, and residential engineering for compliance with applicable codes and requirements. CAA will provide electronic review of project documents where possible and meet with staff or conduct field project reviews as needed. Our staff is technically qualified, trained, properly licensed and certified to provide all private development and engineering plan check services to meet the City's workload needs. We expect most of the work to be done from our local office in Mission Viejo, CA and will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. All of our services as well as any associated costs for labor, materials, equipment and supplies necessary to provide these services are included in our fees.

The proposed team has many years of experience reviewing grading plans (rough and precise), stormdrain, water and sewer plans, street improvement plans, and traffic plans. As part of the review process, we also review hydraulic and hydrology reports, soil reports, structural calculations, engineering reports, and traffic studies for compliance with state and local rules and regulations, as well as general engineering practice. CAA has the resources available to meet the City's needs. We guarantee that we will commit the necessary resources required to achieve high-quality, fast turnaround plan check reviews. We take our commitment to superior services very seriously and undertake each project with a solemn professional obligation to serve the City and the owners, developers, engineers, and builders who process plans through the City's plan review process.

Our on-call plan checking service is provided by full-time and part-time plan checkers, civil as well as structural and non- structural reviewers, throughout each region and available to meet additional workload as required. CAA plan reviewers are proficient in the use of different software systems as well as Adobe Acrobat for electronic plan review. CAA currently performs engineering, building and safety, and environmental plan check for cities in California, Nevada, Colorado, Georgia and Florida at our corporate office in Mission Viejo, California. CAA will provide guaranteed plan check turnaround times that will meet or exceed the City's expected review timeframe, and will provide on-call emergency staff as needed. Our staffing levels will remain proportionate with the City's workload and ensure that all plan checks are conducted in an efficient and courteous manner that is responsive to the needs of the City and the public.

CAA proposes to perform all tasks associated with private development and engineering plan review. CAA will provide electronic review of project documents where possible using the City's existing Bluebeam Revu software and meet with City staff or conduct field project reviews as needed. Our staff is technically qualified, trained, properly licensed and certified to provide all private development and engineering plan check services to meet the City's workload needs. Key resources that will be utilized during plan check include the City's Engineering Design Guidelines Manual, City BMP Manual, the City Municipal Code, and all other applicable State and City regulations and ordinances.

CAA understands the importance of timely reviews and the cost to the development community caused by delays attributed to plan-check reviews, and pride ourselves on our ability to adhere to expected performance schedules at all times. CAA will review and return plans in less than 10 business days for initial submittals for both small and larger projects. Resubmittals will be reviewed within 5 business days

or less. CAA does not anticipate third submittals; however, should they occur, these will be reviewed within 3 days or less. Although it is anticipated that submittals will be digital, CAA will pick-up and deliver plans and correspondence to and from the City at no additional charge to the City. Expedited plan review is available at an additional charge.

PLAN REVIEW TIMEFRAMES

1 st Plan Check	10 Working Days
2 nd Plan Check	5 Working Days
3 rd Plan Check	1-3 Working Days
Final Approval Review	2 Working Days
Delta revision change pre-construction phase	7 Working Days
Delta revision change during construction phase	3 Working Days

e. Relevant Project Experience

CAA exclusively serves public agencies and is extremely proud of the track record and length of time we have continuously provided high quality, responsive, cost effective, and customer-oriented services to our clients. We invite you to contact any of them to obtain their opinion of the services we provide for them. The following contains a list of current California municipalities served by CAA with a similar scope of work.

1. Client's Company Name:	Town of Apple Valley
Client Address:	14955 Dale Evans Parkway, Apple Valley, CA 92307
Contact's Name:	Doug Robertson
Contact's Title:	Town Manager
Contact's Telephone:	(760) 240-7000
Contact's Email:	applevalley@applevalley.org
Scope of Services/Products Provided:	Civil engineering, building & safety, plan check and inspection services
Project Completion Date:	1990 - ongoing
2. Client's Company Name:	City of Yucaipa
Client Address:	34272 Yucaipa Boulevard, Yucaipa, CA 92399
Contact's Name:	Fermin Preciado
Contact's Title:	Director of Development Services/City Engineer
Contact's Telephone:	(909) 797-2489
Contact's Email:	fpreciado@yucaipa.org
Scope of Services/Products Provided:	Civil engineering support, plan check, building & safety, and Fire Marshall services
Project Completion Date:	1993 - ongoing
3. Client's Company Name:	City of Twentynine Palms
Client Address:	6136 Adobe Road, Twentynine Palms, CA 92277
Contact's Name:	Larry Bowden
Contact's Title:	City Manager
Contact's Telephone:	(760) 367-6799
Contact's Email:	lbowden@29palms.org

Scope of Services/Products Provided:	Civil engineering, plan check, and building & safety services
Project Completion Date:	1993 - ongoing
4. Client's Company Name:	City of Aliso Viejo
Client Address:	12 Journey, Suite 100, Aliso Viejo, CA 92656
Contact's Name:	Shaun Pelletier
Contact's Title:	City Engineer
Contact's Telephone:	(949) 425-2530
Contact's Email:	public-works@cityofalisoviejo.com
Scope of Services/Products Provided:	Civil engineering, plan check, and building & safety services
Project Completion Date:	2002 - ongoing
5. Client's Company Name:	City of Cypress
Client Address:	5257 Orange Avenue, Cypress, CA 90630
Contact's Name:	Douglas Dancs
Contact's Title:	Director of Public Works
Contact's Telephone:	(714) 229-6752
Contact's Email:	cdd@cypressca.org
Scope of Services/Products Provided:	Engineering plan check services
Project Completion Date:	2008 - ongoing
6. Client's Company Name:	City of Fountain Valley
Client Address:	10200 Slater Avenue, Fountain Valley, CA 92708-4736
Contact's Name:	Brian James
Contact's Title:	Building and Planning Director
Contact's Telephone:	(714) 593-4436
Contact's Email:	brian.james@fountainvalley.org
Scope of Services/Products Provided:	Engineering plan check services
Project Completion Date:	2004 - ongoing
7. Client's Company Name:	City of Moreno Valley
Client Address:	14177 Frederick Street, Moreno Valley CA, 92552
Contact's Name:	Michael D. Lloyd, P.E.
Contact's Title:	Engineering Division Manager/Assist. City Eng.
Contact's Telephone:	(951) 413-3146
Contact's Email:	michaell@moval.org
Scope of Services/Products Provided:	Engineering plan check services
Project Completion Date:	2019 - ongoing
8. Client's Company Name:	City of Lake Elsinore
Client Address:	130 Main Street, Lake Elsinore, CA 92530
Contact's Name:	Summer O'Daly
Contact's Title:	Office Specialist III
Contact's Telephone:	(951) 674-3124 ext 915
Contact's Email:	sodaly@lake-elsinore.org
Scope of Services/Products Provided:	Engineering plan check services
Project Completion Date:	2020 - ongoing

f. References

A complete list of our California references can be found below.

REFERENCES CA	SERVICES	SINCE
City of Alhambra Latoya Waters, Environmental Compliance Specialist (626) 570-5036 111 South First Street, Alhambra, CA 91801	FOG Inspections	2022
Yermo Community Service District 38315 McCormick Street, Yermo CA 92398	Fire Plan Review and Inspections	2021
City of Laguna Hills Larry Longenecker, Community Development Director (949) 707-2675 24035 El Toro Road, Laguna Hills, CA 92653	Building & Safety	2021
City of Lake Elsinore Cameron Adams, Assistant Engineer (951) 674-3124 ext. 111 130 South Main Street, Lake Elsinore, CA 92530	Engineering Plan Check	2020
City of Tustin Alex Waite, Senior Management Analyst (714) 573-3305 300 Centennial Way, Tustin 92780	NPDES Inspection Plan Review	2020
City of Port Hueneme Tony Stewart, Interim City Manager (805) 986-6520 250 N Ventura Road, Port Hueneme, CA 93041	Building & Safety	2018
City of Ojai James Vega, City Manager (805) 646-5581 401 S. Ventura Street, Ojai, CA 93023	Building & Safety Code Enforcement	2016
City of Lake Forest Debra Rose City Manager (949) 461-3575 25550 Commercentre Drive, Suite 100 Lake Forest, CA 92630	Street Maintenance	2016
City of Moreno Valley Melissa Walker, Director of Public Works (951) 413-3000 14177 Frederick Street, Moreno Valley, CA 92552	Environmental/NPDES	2014
City of Calimesa Will Kolbow, City Manager (909) 795-9801 908 Park Avenue, Calimesa, CA 92320	Building & Safety Full Service Planning Public Works Code Enforcement	2014
City of San Dimas Lauren Marshall, Senior Management Analyst (909) 394-6200 245 E Bonita Ave, San Dimas, CA 91773	NPDES Inspection NPDES Training	2014
City of Duarte Craig Hensley, Community Dev. Director (626) 386-6835 1600 Huntington Dr, Duarte, CA 91010	Building & Safety Inspection & Plan Check, Code Administration	2013

City of Redondo Beach Geraldine Trivedi, Project Manager (310) 372-1171 415 Diamond Street Redondo Beach, CA 135277	NPDES Inspection FOG Inspection	2013
City of La Palma Laurie Murray, City Manager (714) 690-3334 7822 Walker Street, La Palma 90623	*NPDES Program Mgt. NPDES Inspection Plan Review	2012
City of Mission Viejo Amanda Bajhart, Associate Engineer (949) 470-8419 200 Civic Center, Mission Viejo 92691	NPDES Inspection	2012
City of Laguna Hills Joe Ames, City Engineer/Public Services Director (949) 707-2655 24035 El Toro Road, Laguna Hills, CA 92653	Street Maintenance	2012
City of Laguna Woods Chris Macon, City Manager (949) 639-0500 24264 El Toro Road, Laguna Woods, CA 92637	Environmental/NPDES	2010
City of Los Alamitos Ron Noda, Development Services Director (562) 431-3538 3191 Katella Avenue, Los Alamitos, CA 90270	Building & Safety Environmental/NPDES	2010 2012
City of Cypress Douglas Dancs, Director of Public Works (714) 229-6752 5257 Orange Avenue, Cypress, CA 90630	Plan Check Building Inspection NPDES Inspection and Plan Review	2008
City of Rancho Santa Margarita Cheryl Kuta, Development Services Director (949) 635-1800, ext. 6707 22122 El Paseo, Rancho Santa Margarita, CA 92688	Building & Safety Environmental Public Works Code Enforcement	2007
City of Laguna Niguel John Morgan, Planning Manager (949) 362-4313 30111 Crown Valley Parkway, Laguna Niguel, CA 92677	Building & Safety	2006
City of Aliso Viejo David Doyle, City Manager (949) 425-2500 12 Journey, Suite 100, Aliso Viejo, CA 92656	Building & Safety Engineering Support Code Enforcement Environmental	2002
City of Mission Viejo Elaine Lister, Community Dev. Director (949) 470-3000 200 Civic Center, Mission Viejo, CA 92691	Building & Safety Public Works Plan Check Public Works Inspection	1995
City of Camarillo Joe Vacca, Community Development Director (805) 388-5362 601 Carmen Drive, Camarillo, CA 93010	Building & Safety Public Works Inspections Environmental/NPDES	1994
City of Yucaipa Fermin Preciado, Director of Development Services (909) 797-2489 34272 Yucaipa Boulevard, Yucaipa, CA 92399	Building & Safety Engineering Support Fire Marshall Services	1993
City of Twentynine Palms Larry Bowden, City Manager (760) 367-6799 6136 Adobe Road, Twentynine Palms, CA 92277	Building & Safety City Engineering Traffic Engineering	1993

Town of Yucca Valley Shane Steuckle, Community Dev. Director (760) 369-7207 57090 Twentynine Palms Highway, Yucca Valley, CA 92284	Building & Safety	1992
Town of Apple Valley Doug Robertson, Town Manager (760) 240-7000 14955 Dale Evans Parkway, Apple Valley, CA 92307	Building & Safety Public Work Administration Town Engineering	1990
City of Hidden Hills Kerry Kallman, City Manager (818) 888-9281 6165 Spring Valley Road, Hidden Hills, CA 91302	Building & Safety City Engineering	1990
City of Moorpark Troy Brown, City Manager (805) 517-6221 799 Moorpark Avenue, Moorpark, CA 93021	Building & Safety Environmental/NPDES	1988

2. Scope of Services



CAA proposes to perform all tasks associated with private development and engineering plan review.

Services provided include:

- CAA will provide Digital Plan Checking Services for Private Development Projects, including grading, erosion control, streets, storm drain, sanitary sewers, reviewing and conditioning of land divisions and development – residential, commercial, and industrial plan checking; drainage and hydraulics/hydrology reviews according to applicable methodologies, lot line adjustments, tract and parcel map reviews, water quality management plans, and assuring condition compliance.
- CAA will review plan check submittal items and reports, including road structural section calculations; hydrology and hydraulic calculations; street layout and design; structure calculations not under building permit purview; traffic reports; and quantity estimates as well as soil reports, grading, subdivision maps, erosion control, streets, sewer, storm drain, traffic signal, street lightning, retaining walls, and NPDES requirements.
- CAA will ensure the completeness of submittals and document any deficiencies as needed. Our team will conduct site visits as necessary and interact with City personnel and private contractors to resolve any issues and answer any questions. CAA will review plans for sound engineering practices and provide detailed plan check of the assigned project plans in accordance with applicable laws, standards, adopted codes and amendments. CAA will ensure accuracy of design in conformance with the City's most current Plan Check Lists, and will provide and retain digital lists of corrections and redlines.
- CAA will perform other related engineering services as requested by the City. Services such as site visits and plan & map preparations that do not fall under plan checks will be provided at an additional hourly rate.
- CAA will check general mathematics and design criteria, and call for redesign of any portion of plans that show poor engineering, do not comply with the Approved Tentative Map or Conditions of Approval, might be potentially unsafe, or are impractical to build.
- CAA will provide all the required correspondence on initial and subsequent reviews. Each plan review will be accompanied with a letter summarizing any red-line comments. This letter can be addressed through the City Engineer, assigned staff, or directly to the Designer, based upon the City's preference. A complete redlined set of drawings and any reports will be returned to the designer for their correction. Final approved documents and mylars with plan checker initials will be sent to the City at the end of the process.
- CAA understands the importance of timely reviews and the cost to the development community caused by delays attributed to plan-check reviews, and pride ourselves on our ability to adhere to expected performance schedules at all times. CAA will review and return plans in less than 10 business days for initial submittals for both small and larger projects. Resubmittals will be reviewed within 5 business days or less. CAA does not anticipate third submittals; however, should they occur, these will be reviewed within 5 days or less. It is anticipated that submittals will be digital.

3. Fee Proposal



The fee proposal has been included in a separate file, as requested by the City.

4. Certifications



Please find the following forms below:

- Attachment 3-1: Non-Collusion Affidavit
- Attachment 3-2: Non-Lobbying Certification
- Attachment 3-3: Non-Discrimination Certification
- Attachment 3-4: Fleet Compliance Certification

Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

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

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed



State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

Notary Public Seal

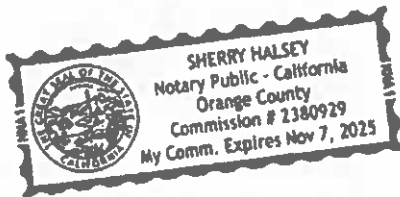
CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange



Subscribed and sworn to (or affirmed) before me on
this 4th day of April, 2024, by
Date Month Year

(1) Russ R. Reed

(and (2) NA),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Attachment 3-1: Non-collision Affidavit

Document Date: April 4th, 2024 Number of Pages: 2

Signer(s) Other Than Named Above: NA (Including Notarial Certificate)

Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm Charles Abbott Associates, Inc. (CAA)

Signed and Printed Name: *Rusty R. Reed*

Rusty R. Reed

Title President

Date 04/08/2024

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: *Quintin A. Reed*
Title: President
Firm: Charles Abbott Associates, Inc. (CAA)
Date: 04/08/2024

Appendix
ATTACHMENT 3-4: FLEET COMPLIANCE CERTIFICATION
CERTIFICATIONS

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☒ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto. This regulation is related to diesel fuel vehicles and all of our vehicles are gasoline/passenger cars.

Name of Bidder: Charles Abbott Associates, Inc. (CAA)

Signature: 

Name: Rusty R. Reed

Title: President

Date: 04/08/2024



Charles Abbott Associates, Inc.

FEE PROPOSAL FOR RFP NO: 24-035

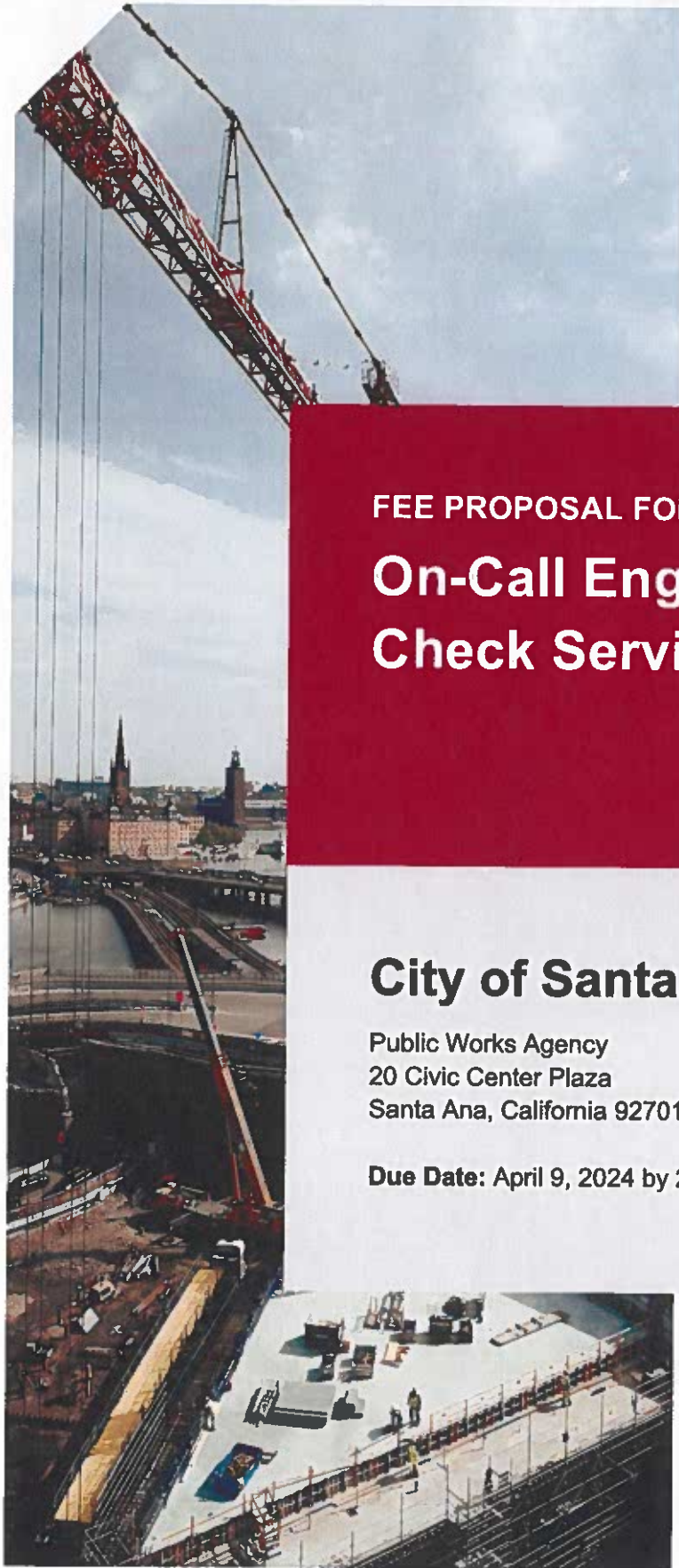
On-Call Engineering Plan Check Services

City of Santa Ana

Public Works Agency
20 Civic Center Plaza
Santa Ana, California 92701

Due Date: April 9, 2024 by 2:00 p.m. PT

Charles Abbott Associates, Inc.
27201 Puerta Real #200
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
www.caa.inc



Fee Proposal



Hourly Fees below are inclusive of all costs, including general and administrative, travel, per diem, training, materials, supplies, and other items necessary to complete the project.

CAA expects most of the work to be done from our corporate headquarter in Mission Viejo and will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. All of our services as well as any associated costs for labor, materials, equipment and supplies necessary to provide these services are included in our fees.

CAA offers to provide Civil Engineering Plan Review Services for the following hourly rates:

TITLE	BILLING RATE
Street Improvement Plan	\$154/hour
Grading Plan	\$154/hour
Water Quality Management Plan (WQMP)	\$115/hour
Geotechnical Report	\$150/hour
Land Surveying Documents	\$130/hour
Legal Description of Dedication	\$130/hour
Landscape Irrigation Plans	\$130/hour
Environmental Documents	\$150/hour
Transportation/Traffic Studies	\$150/hour
Signing and Striping Plans	\$150/hour
Traffic Signal Plans	\$150/hour
Street Lightning Plans	\$130/hour
Miscellaneous Plan Check	\$150/hour

The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).