

AGREEMENT TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR WELL 29 REHABILITATION

THIS AGREEMENT is made and entered into on this 21st day of June, 2022 by and between Cannon (“Consultant”), 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 December 8, 2021, the city issued Request for Proposal No. 21-135, by which it sought a consultant having special skill and knowledge in the field of well rehabilitation to provide construction management and inspection services.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting 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

Consultant shall perform the services described in the scope of work that was included in RFP No. 21-135, which is attached as **Exhibit A**, and as more specifically delineated in Consultant’s proposal, which is attached as **Exhibit B** and incorporated in full.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit C**. The total amount to be expended under this Agreement shall not exceed Five Hundred Thirty-Eight Thousand Seven Hundred Fifteen Dollars and Zero Cents (**\$538,715**) during the term of this Agreement, including any extension periods exercised under Section 3. The sum is comprised of one (1) the base amount of \$489,741 and two (2) a 10% contingency in the amount of \$48,974 for additional services at the City’s sole discretion.
- 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 and terminate on June 20, 2025, unless terminated earlier in accordance with Section 16, below. The term of this Agreement may be extended for a **two (2) one (1) year** periods upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant 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

Consultant 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 Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant 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 Consultant under this Agreement (“Documents & Data”). Consultant 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. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant 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, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

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 **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
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 (Errors and Omissions):** insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Broader Coverage:** if the Consultant 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 Consultant. 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 officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as

broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).

2. **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** Consultant hereby grants to City a waiver of any right to subrogation that any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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.
5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant 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. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **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.
7. **Claims Made Policies (applicable only to professional liability):**
 - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*

- iii. 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, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of work.

- 8. **Verification of Coverage:** Consultant 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 Consultant’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.

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

Consultant 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 Consultant, 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 Consultant 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 Consultant'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 Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant 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 Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant 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 Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant 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. Consultant 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 Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant 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 Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant 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

Consultant 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. Consultant 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 Consultant, 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 Consultant. 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 Consultant 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 Consultant, Consultant 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 consultants retained by City.

16. TERMINATION

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

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

Consultant 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. Consultant 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 Consultant:

Pat Riddell, President/ Principal Engineer
Cannon
16842 Von Karman Avenue
Irvine, CA 92606

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


Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

[signatures continued on next page]

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: 
Brandon Salvatierra
Deputy City Attorney

CONSULTANT:


Pat Riddell
Director, Construction Management Division

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
WELL 29 REHABILITATION IMPROVEMENTS CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES
RFP NO. 21-135**

INTRODUCTION/PROJECT DESCRIPTION

The City desires to engage a professional consultant to perform Construction Engineering and Management Services for the Well 29 Rehabilitation Improvements Project. The consultant shall provide general Construction Management services to support the construction efforts and serve as an extension of City staff to assist in the overall delivery of this project, including pre-construction tasks, managing construction and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Construction Manager or his authorized representative. City staff may assist in managing construction and will oversee the work of the Project Manager, Inspector, and Contract Administrator.

The Well 29 Rehabilitation Improvements Project:

The estimated construction cost for the Well 29 Rehabilitation Improvements Project is \$6 million. The City anticipates advertising construction bids in the early winter 2021, and starting construction by early 2022. Total construction duration for the project is anticipated to be 14 months.

The general scope of the project includes but is not limited to the following:

- Well rehabilitation
- Pavement and concrete work
- Mechanical System
- New Building Construction
- Water service and pipelines
- Pump and motor improvements
- Irrigation and landscaping
- Electrical System
- Building upgrades and modification
- MCC cabinet replacement
- Site Improvements; paving, concrete sidewalk, etc.
- Road paving
- System Controls and Instrumentation

Consultant Services:

The required services by the Project Manager, the Inspector and the Contract Administrator may include the following:

1. The PM shall be a registered engineer in the State of California and shall represent the City Construction Manager in the field. The CM shall possess a minimum of (5) years' experience in construction management. The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications that affirm the experience.
2. Prior to the start of the project, the PM shall be responsible for conducting a bid analysis to determine who the lowest responsible bidder for the project will be. Shall obtain certificates of insurance, performance bond and "New Vendor Packet" requirements have been satisfied. This includes verifying that all sub-contractors have a valid City Business License. Once determined, a staff report will need to be generated to recommend the award of a Construction Contract.
3. The PM shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals"). Shall transmit the Submittals to City staffing for review and approval, and shall establish and implement procedures for expediting the processing and approval of Submittals.
4. Attend pre-construction meeting and schedule and conduct weekly construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute minutes.
5. Shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.
6. Shall review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. Update the project schedule as required showing current conditions and revisions required by actual progress.
7. Shall conduct comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution. Shall regularly monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs, and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.
8. Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

9. Maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
10. May develop and implement procedures for the review and processing of applications by contractor for progress and final payments. Make recommendations for certification to the City for payment.
11. Determine that the work of contractor is being performed in accordance with the contract documents. Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents. Subject to review by the City, reject work which does not conform to the requirements of contract documents.
12. The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Construction Manager and clarified prior to construction starts.
13. Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in achieving the resolution of problems, which may arise.
14. Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
15. Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as- built records.
16. Evaluate the completion of the work of the contractor and make recommendations to the City when work: is ready for final inspection. Assist the City in conducting final inspections.
17. Facilitate and coordinate inspection by representatives of other agencies.
18. Schedule and coordinate special inspection and material testing with the County of Orange or other consultants.

19. Shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis. Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
20. Shall monitor and enforce the City's Community Workforce Agreement (CWA) forms and requirements to ensure compliance. Verification should be provided with the monthly progress payments.
21. The PM shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfection to determine if it is a warranty issue.
22. Construction Management Software PROCORE shall be required to interface with contractor.
23. **Optional Task:** Attend and co-lead a pre-construction meeting with the community. Primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.

The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

Payment and Invoicing:

Selected Consultant shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement.

City Responsibilities:

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

- Furnish scope of work and provide general direction as needed for the assigned project
- All plan check coordination within the City
- Advertise, award, and administer of construction contract
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards)
- Electronic files for title sheets and sheet borders
- Facilitate meeting space and coordination and City facilities

Consultant Responsibilities:

Consultant shall provide all required insurance as outlines in Attachment 2 of this RFP.

EXHIBIT B

City of *Santa Ana*

Proposal for Well 29 Rehabilitation Improvements Construction Management and Inspection Services RFP No.: 21-135

Cannon

Reliable Responsive Solutions

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- Certifications
 - Non-Collusion Affidavit
 - Non-Lobbying Certification
 - Non-Discrimination Certification

Fee Proposal

(Submitted as a Separate File)

a. Cover Letter

Gilbert Castillo, Acting Senior Engineer
City of Santa Ana, Public Works Agency
20 Civic Center Plaza, M-36, Santa Ana, CA 92701

March 15, 2022

Subject: **Proposal for Well 29 Rehabilitation Improvements
Construction Management and Inspection Services, RFP No.: 21-135**

Dear Mr. Castillo:

The City of Santa Ana (City) has a tremendous responsibility to provide and maintain critical and essential drinking water infrastructure for its residents, businesses, tourists, and patrons alike. Improvements to Well 29 will help secure water resources to improve the City's water portfolio. This project will include well rehabilitation; upgrades to the mechanical, electrical, and controls systems; new building construction; upgrades to the water service and pipelines; and site improvements, inclusive of paving, concrete sidewalk, landscape, and irrigation.

Cannon's construction management division holds a successful history of working on water well projects similar to the rehabilitation of the Well 29 Project, including Wells No. 2 and No. 16 for Crescenta Valley Water District. Our extensive knowledge of construction management and inspection practices for public works projects, established communication strategy, and success in reducing exposure to claims and litigation will support the City's goals for this project.

Cannon project management and inspection teams are up to date with current construction standards for public works projects including the City of Santa Ana Standard Specifications and Drawings, Standard Specifications for Public Works Construction (Greenbook), AWWA standards, CBC, UPC, etc., and we have a solid understanding of the overall project work involved. We have provided construction management and inspection, labor compliance, record keeping and document control, as well public outreach campaign services for many projects receiving various types of funds.

As the Principal-in-Charge and Construction Manager, I will personally provide oversight of this project and serve as an alternate to Hany Heinen, PE, PLS our Project Manager and Resident Engineer, who will manage the overall progress of the project. Mr. Heinen's email is HanyH@CannonCorp.us and his cell phone number is 714.655.8758. As Director of Cannon's Construction Management Division, I am authorized to legally bind the firm in contract. We look forward to providing construction management and inspection services to the City of Santa Ana.

Sincerely,



Pat Riddell, PE, CPII, QSP/D
Director, Construction Management Division
1050 Southwood Drive, San Luis Obispo, CA 93401
☎ 805.544.7407 📠 805.503.4446
✉ PatR@CannonCorp.us

b. Contract Agreement Statement

Cannon acknowledges and concurs with the City of Santa Ana's provisions contained in the issued Attachment 2 Sample Agreement, located in the Appendix of the City's RFP.

c. Firm and Team Experience

Cannon Corporation - Providing Reliable Responsive Solutions since 1976

As a full-service construction management, engineering, and surveying firm, we take pride in our ability to offer clients a broad range of services. Our commitment to providing clients Reliable Responsive Solutions, whether the project scope is expansive or more specialized, spans 46 years. During that time, we have worked with many cities, counties, and agencies throughout California to maintain secure and dependable water systems.

Cannon has offices throughout California which include Irvine, Los Angeles, Ventura, San Luis Obispo, and Bakersfield. Our proposed Project Manager, **Mr. Hany Heinen, PE, PLS** will be managing services for the City from our office in Irvine. Additional services for the City will be provided by Cannon staff across offices, and on-site when needed.

Cannon's team also includes specialists in public infrastructure design and construction for projects involving water wells; water distribution and recycled water systems; sewer/wastewater systems; treatment facilities; transmission systems; and pump stations. We have provided a wide range of construction management, funding administration, and engineering services for public improvement projects involving hundreds of miles of pipelines, roadways, and municipal facility sites. Additionally, we have worked with several surrounding municipalities and other public agencies to complete public infrastructure projects involving work similar to the scope of services anticipated by the City.

Our team of more than 140 professionals includes registered civil, electrical, mechanical, and structural engineers; automation and SCADA system specialists; licensed land surveyors; Caltrans certified construction managers and APWA certified public infrastructure inspectors.

Project Manager/Resident Engineer

Hany Heinen, PE, PLS

16842 Von Karman Avenue, Suite 150
Irvine, CA, 92606

☎ 949.753.8111

✉ HanyH@CannonCorp.us

🌐 CannonCorp.us



Experience Counts

Our multidisciplinary in-house team offers expertise in the following areas that are critical to the success of the City's projects:



Construction Management and Inspection



Wells, Tanks, and Reservoirs



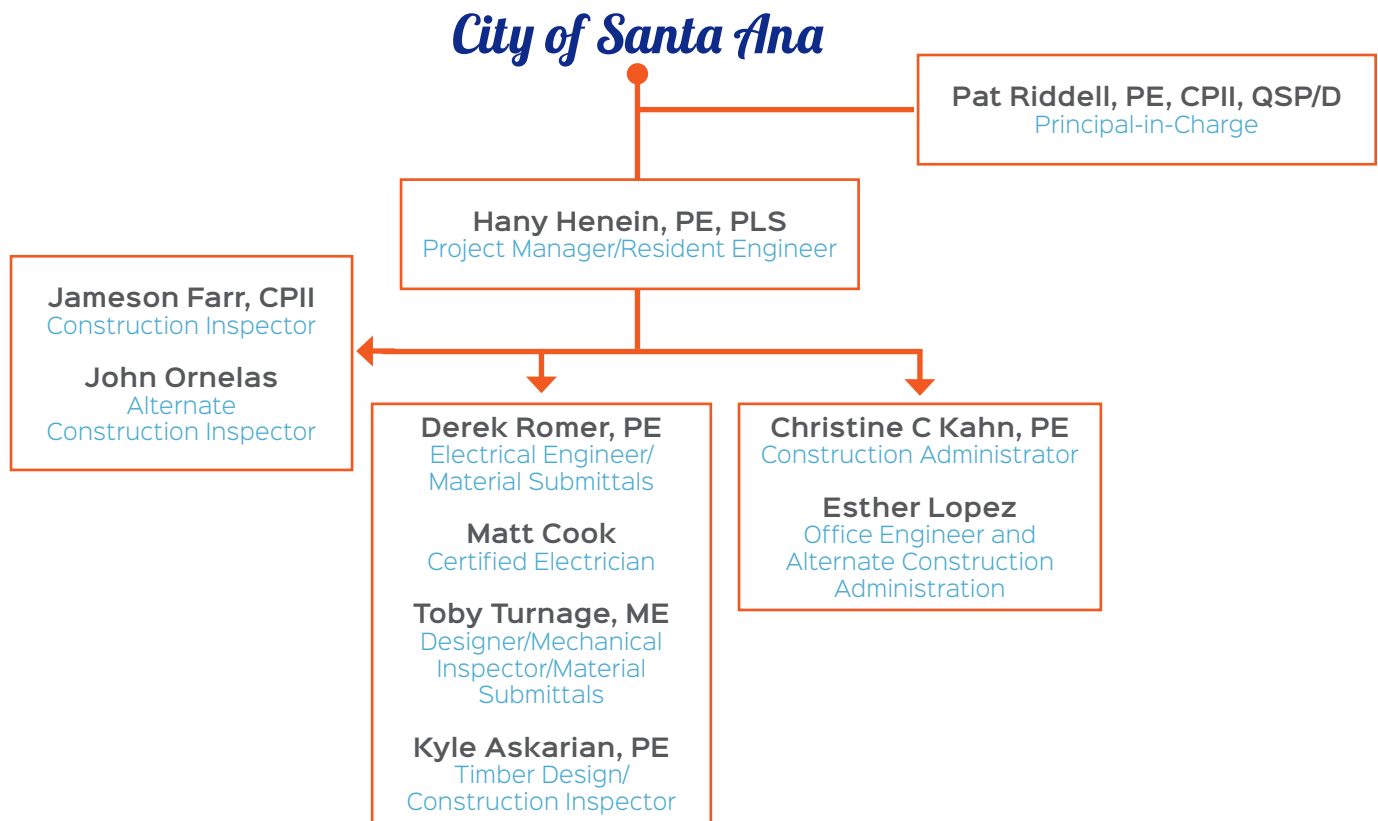
Pump and Pressure Reducing Stations



Electrical Services

Organizational Chart and Key Personnel

In addition to our key project team members in the organizational chart, Cannon is home to a comprehensive engineering staff of 140 professionals who are ready to commence project work immediately.



Percentage of Time Devoted to Project

Our team is 100% committed to remaining available for the duration of the project. The following table illustrates percentages of time (relative to assigned hours) our key personnel, as identified in the organizational chart, will be assigned to the project. Details of assigned hours can be found in our fee proposal provided as a separate attachment.

Key Team Members / Role	%
Hany Henein, PE, PLS, Construction Manager, Project Manager, and Resident Engineer	45%
Pat Riddell, PE, CPII, QSP/D, Principal-in-Charge and Alternate Construction Manager	3.5%
Jameson Farr, CPII, Construction Inspector	100%
John Ornelas, Alternate Construction Inspector	as needed
Derek Romer, PE, Electrical Engineer/Material Submittals	5%
Matt Cook, Certified Electrician	30%
Toby Turnage, ME, Designer/Mechanical Inspector/Material Submittals	30%
Christine C. Kahn, PE, Construction Administration	30%
Esther Lopez, Office Engineer and Alternate Construction Administration	30%
Kyle Askarian, PE Timber Design/Building Inspector	30%

d. Understanding of Need

The City of Santa Ana (City) owns and operates Well 29 and currently seeks a qualified consulting team to provide construction management, inspection, and construction administration services as an extension of City staff. The Well is located at the southeast corner of Flower Street and First Street, adjacent to City owned tennis courts. The existing well site includes the well head and discharge piping assembly, control equipment, a chlorination system housed in a building, and a Southern California Edison (SCE) transformer. There is currently no pump to waste system. Well 29 is accessible through a driveway which is located on the west side of the site along Flower Street. Currently the City desires a comprehensive upgrade to the site. New improvements would include: rehabilitation of Well 29, pavement and concrete work, mechanical system, new building construction, water service and pipelines, pump and motor improvements, irrigation and landscaping, electrical system, building upgrades and modification, MCC cabinet replacement, site improvements, paving, concrete sidewalk, and system controls and instrumentation.

Project Approach and Participation from City Staff

The City's priorities are our priorities. Our objective in managing the construction is to protect the City's interests and promote goals and objectives through the successful implementation and completion of a project. We will be the City's construction management representative. To this end, we study the project history, funding sources and history, the City's specific goals and interests, and the community at large. We will maintain close coordination with the City's staff for compliance, requested field changes, final locations of appurtenances, and more. Since each portion of the project is distinct, specific information required by City staff will be determined at the onset of each. We will facilitate a kickoff/scoping meeting with City staff to identify and further develop information and participation of the City.

Utility Locating

Prior to beginning construction of permanent underground improvements, the Contractor is required to locate and identify the horizontal and vertical location of existing utilities affecting the work. This is not only essential for safety but also for identifying discrepancies between the plans and conditions prior to full mobilization to reduce right-of-way delays. Enforcing this requirement at the pre-construction meeting will confirm information is given to the Contractor on time with reduced disruption and/or cost impacts.

Maintaining Water Service

An important aspect of this project is maintaining water reliability and reducing interruptions of water deliveries to the City's customers. This requires advance planning on the Engineer's role, careful implementation on the Contractor's role, and close coordination with City's operations staff and the construction management team. Cannon's construction management team will begin coordination discussions early in the project to anticipate challenges and develop solutions. Testing, flushing, disinfection, commissioning, and customer notifications must be considered.

Communication Strategy

Communication is essential in successfully avoiding or resolving challenges that may be encountered during the course of a project. Understanding our role in relation to the roles of the City Engineer and Design Engineer will be priority on this project.

We will work closely with each project stakeholders from beginning to end. Stakeholder may include City staff, the design team, residents, businesses owners, tourists, and patrons from the local and surrounding communities. It is imperative that the construction manager stay attuned to how each portion of the project impacts each of the stakeholders, and be able to communicate effectively (verbally and in writing) in the event adjustments are necessary. On-site staff are responsible to keep parties informed about the progress of the project.

We will develop clear and concise procedures for communications that will expedite and facilitate project work. This will confirm information is available to the construction team in the shortest possible time.

Effective communication is the basic foundation of good relations. In collaboration with the City, Mr. Henein will implement and confirm compliance with established records management procedures for recording and distributing project documents. The more complete the documentation, the more effective the resolution of challenges that may arise. In addition, this information can be used to avoid claims if the evidence is sufficient and clear. Written correspondence and notes are of the highest importance.

Technical Expertise

Knowledge and experience in the design, construction, and sequencing of water/pipeline systems and overall construction work are critical prerequisites for the construction management team responsible for overseeing the safe and effective construction of the project. In addition to being familiar with the project plans, specifications, grant agreement, and District standards, the construction management team must have an understanding of applicable codes, standards, and technical guidelines, such as ANSI, ASTM, AWS, AWWA, CBC, and SPPWC. Our team provides this knowledge and experience.

Funding Administration

Experience with local, state, and federally funded projects and grants, including specific duties for FHWA funds in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) and Caltrans Local Assistance Program Guidelines (LAPG), are critical to the success of this project. We have familiarity with the applicable Metropolitan Planning Organization (MPO) / Regional Transportation Planning Agency (RTPA), to confirm that project funds are properly programmed to confirm compliance to regulatory and funding requirements



Construction Management of West Main Tank
Paso Robles, California

e. Relevant Project Experience & f. References

Construction Management and Inspection Services for Well No. 2

Crescenta Valley Water District, La Crescenta, California



Crescenta Valley Water District selected Cannon to provide construction management of the installation of the necessary facilities for Well No. 2. The scope of work included weekly progress meetings with agendas and minutes; coordination with CVWD, the contractor, design engineer, and City of Glendale; keeping complete and organized construction files using Procore; daily site observation/inspection with daily reports; review and response to RFIs; exhibits for

design changes as needed based on field conditions and CVWD's requested changes or additions; coordination of material testing; and management of contract change orders.

Year Completed: 2019 **CM&I Fee:** \$282,951

Team: Pat Riddell - Construction Manager

Reference: David Gould, PE, District Engineer
Crescenta Valley Water District, 2700 Foothill Blvd.
La Crescenta, CA 91214

☎ 818.248.3925 ✉ dgould@cvwd.com

This project was the recipient of the American Society of Civil Engineers Outstanding Water Project of the Year and Water Treatment Project of the Year 2019

Construction Management of West Main Tank

Paso Robles, California



The City required the replacement of an unconventionally-shaped earthen reservoir with a new 4.0 MG partially buried pre-stressed concrete tank facility and selected Cannon to provide construction management

services for this project, including construction observation, materials engineering, and sampling and testing throughout construction. This consists of the construction of a 4 MG partially buried pre-stressed concrete tank, including appurtenances such as ladders, hatches, railing, air vent, safety

equipment and various SCADA and electrical equipment; the installation of pressurized potable, inlet manifold, pressure, and drain pipings; and various other item for a complete and functioning potable water storage system.

Year Completed: 2021 **CM&I Fee:** \$582,344

Team: Pat Riddell - Project Manager

Reference: Ditas Esperanza, PE
Capital Projects Engineer
Paso Robles, 1000 Spring Street
Paso Robles, CA 93446

☎ 805.237.3861 ✉ DEsperanza@prcity.com



Pinewood Plant Reservoir and Booster Pump Station

Golden State Water Company, Tanglewood (Orcutt), California



Cannon provided construction inspection, construction coordination, submittal, and RFI review services for the installation of a 0.238 million gallon steel reservoir (42' D x 30' H), booster pump station, generator, and sound-attenuating fence in Santa Barbara County. The reservoir and booster pump station are at the site of an existing Golden State Water Company (GSWC) well serving the Tanglewood community in northern Santa Barbara

County. The booster pump station consists of four pumps, ranging from 15 to 75 HP. Reservoir includes subdrain system, steel stairway, and various hatches, cleanouts, and piping attachments. The steel reservoir is protected by a cathodic protection system consisting of (6) 13' long magnesium rod anodes suspended from the tank roof.

Year Completed: 2019 **CM&I Fee:** \$123,408

Team: Pat Riddell - Principal-in-Charge

Reference: Karl Saluta, Contract Manager
Golden State Water Company, 2330 A Street, Suite A
Santa Maria, CA, 93455

☎909-305-5427 x333 ✉Karl.Saluta@gswater.com

Groves Booster Pump Station

Golden State Water Company, Orcutt, California



Golden State Water Company (GSWC) selected Cannon to provide construction inspection services for the Greenfield Booster Pump Station, which includes civil/site work of the new facility site; the construction of a booster pump station; installation of generator; and instrumentation and SCADA commissioning. Cannon's scope of work involved professional services in one phase, including attendance at the pre-construction conference, review of contractor submittals, support of GSWC on contractor requests for information; coordination

with the contractor regarding ongoing construction schedule; and inspection services for onsite work as proposed in the plans and specifications, including inspection of foundation, tank, coatings, cathodic protection system, and safety and structural modifications, booster pump station, and generator install by qualified personnel.

Year Completed: 2020 **CM&I Fee:** \$106,950

Team: Pat Riddell - Project Manager, Ali Etezadkhah - Electrical Inspection

Reference: Karl Saluta, Contract Manager, GSWC,
2143 Convention Center Way, Suite 110
Ontario, CA 91764

☎805.349.7407 ✉Karl.Saluta@gswater.com

La Brea Transmission Main Project

Beverly Hills, California



This project included water line installation through portions of the City of Beverly Hills and the City of Los Angeles to deliver well water to the City's treatment facility. The City used trenchless installation techniques to install 2,300 linear feet of 18-inch C900 PVC DR18 with fused joints into an existing 24-inch steel pipe in residential streets, as well as 7,000 linear feet of 14-inch C900 PVC DR 18 with fused joints into an existing 18-inch abandoned water main along La Cienega Blvd. For this project, Cannon

provided Construction Inspection services and worked with the City of Beverly Hills Project Manager and Project Inspector to train staff and provide inspection services on the fusing of pipe joints and slip-lining installation processes and procedures.

Year Completed: 2021 **CM&I Fee:** \$19,213

Team: Pat Riddell - Project Manager

Reference: Tristan Malabanan, PE, Civil Engineer
City of Beverly Hills, 345 Foothills Road
Beverly Hills, CA 90210

☎310.285.2467 ✉tmalabanan@beverlyhills.org

Electrical Engineering Design Services for Plant 408

Suburban Water Systems, Covina, California



Suburban Water Systems required a new pump station for pump zones 377 and 425.

The 377 Zone station was slated to pump water to two existing steel reservoirs located at Plant 408's upper pad, and the 425 Zone station to the closed 425 Zone. Three new steel reservoirs were planned for construction at the project site. Cannon was retained to provide the electrical, controls, instrumentation, and SCADA panel design of the pump station and reservoirs. Cannon also designed a back-up power plan using an emergency diesel generator and an automatic transfer switch. The back-up power system only

provides power for the 425 zone. The low voltage power, ventilation system, and SCADA system are also powered by the generator. Cannon coordinated with Southern California Edison (SCE) to provide secondary power to the entire site.

Estimated Completion Year: 2023 (In Progress)

Team: Derek Romer - Project Manager

CM&I Fee: \$30,888

Reference: Jose Lopez, Engineering Director, Suburban Water Systems

1325 N. Grand Avenue, Suite 100

Covina, CA 91724-4044

☎ 626.543.2500 ✉ jlopez@swwc.com

Design and Construction Management for Well No. 16

Crescenta Valley Water District, Montrose, California

Glendale Water & Power (GWP) constructed the "Rockhaven Well" at 2740 Hermosa Avenue in 2011. A well report completed by AMEC indicated that the well was drilled to a depth of 350 feet with an anticipated long-term production between 400 gallons per minute (gpm) and 450 gpm. The water quality of the well water exceeded the Maximum Containment Levels (MCLs) for nitrates, and the well was never placed into service. In August of 2012, GW&P arranged for the CVWD, who has a nitrate treatment plant, to take over the well and adjoining property, equipping the well, installing the discharge pipeline to the treatment plant, receiving all the water from the well, and paying GW&P an agreed-upon rate for the water. From March-July 2014, CVWD worked on a grant application under Prop 84 - Drought Relief for equipping the well and was notified in September that they had been awarded the grant. CVWD has renamed the Rockhaven Well to Well No. 16 in their system.

The CVWD selected Cannon to provide professional engineering and design services, construction bidding documents, and construction management of the installation of the necessary facilities for Well No. 16. Cannon's scope of work included pumping system design (with wellhead); discharge and waste discharge piping; electric equipment for the pump; all mechanical equipment; emergency generator connections; a monitoring, controls, and SCADA system; mechanical equipment for ventilation and plumbing; a building to house the electrical equipment, wellhead, and well discharge piping; and on-site drainage, paving, piping, and drought tolerant landscaping and irrigation.

Completion Year: Design - 2015, Construction 2018

Construction Management and Inspection Fee: \$139,560

Team: Pat Riddell - Construction Manager

Contact: David Gould, PE, District Engineer

Crescenta Valley Water District

2700 Foothill Boulevard

La Crescenta, CA 91214

☎ 818.248.3925 ✉ dgould@cvwd.com

Caltrans Experience

With Cannon's extensive experience in completing transportation improvement projects, we have naturally developed an excellent working relationship with Caltrans in Central and Southern California (Districts 5 and 7). The following projects required coordination with Caltrans for design approvals, Right-of-Way encroachment permits, agency coordination, construction oversight, and/or funding administration.

- Construction Management for U.S. Highway 101 and State Route 46 East Improvements, Paso Robles, California
- Construction Management for Highway 1 Sidewalk and Drainage Improvements, Guadalupe, California
- Design and Construction Management for South Vine Street Improvements, Paso Robles, California
- Intersection Improvements at Central Avenue and H Street (Highway 1), Lompoc, California
- Construction Management for U.S. Highway 101/ State Route 46 East Interchange and Theatre Drive Realignment, Paso Robles, California
- Highway 227 and Tank Farm Road Widening, San Luis Obispo, California
- Funding Administration for El Camino Real / Carmel Road Widening – Highway Safety Improvement Program (HSIP), County of San Luis Obispo, California

Resources

Cannon's experience and familiarity with

Procore means that all project documents, drawings, contract change orders, contractor submittals, shop drawings, and correspondence will be maintained in electronic form and hard copy. Submittals, RFIs, and other documents will be maintained using PROCORE, a cloud-based project management software. We will maintain an "as current" basis, a record copy of all contracts, drawings, specifications, addenda, and change orders in good order.

Procore Technologies, Inc., is a leading provider of cloud-based applications for construction. Procore Construction OS connects people, applications, and devices through a unified platform that helps construction firms manage risk and build quality projects, safely, on time, and within budget. Procore has a diversified business model with products for Construction Project Management, Construction Financials, and Quality & Safety.

Procore helps firms drastically increase project efficiency and accountability by streamlining and mobilizing project communications and documentation. This real time data and accessibility minimizes costly risks and delays—ultimately boosting profits.



Construction Management of West Main Tank, Paso Robles, California

Scope of Services and Schedule

Scope of Services

Cannon intends to provide the scope of services as listed in the City of Santa Ana's (City) issued request for proposal (RFP) and related addenda. As part of the scope, Cannon will complete the following phases and tasks:

Phase I. Construction Services

Task 1.1 Bidding Assistance

Prior to the start of the project, we will conduct a bid analysis to determine the lowest responsible bidder for the project. We will obtain certificates of insurance, performance bond, and New Vendor Packet requirements as outlined in Task 1.3 Preconstruction Documents.

Task 1.2 – Pre-construction Conference

Upon award of the construction contract and prior to the issuance of the Notice to Proceed, we will conduct a pre-construction conference and site tour with City of Santa Ana staff, utility company representatives, local stakeholders, and the Contractor's team as they prepare to mobilize for the project. The resident engineer (RE) and support staff will review plans and specifications with the Contractor to facilitate the Contractor's understanding of the project. In addition, we will conduct the following:

1. Review the Contractor's project construction schedule, including equipment, labor, and supervision planning
2. Review appropriate protocols and procedures detailed in the construction documentation
3. Apprise the Contractor of contract requirements regarding security matters, such as fences, lighting, and posting of signs
4. Prepare meeting minutes for the pre-construction meeting

Task 1.3 – Pre-construction Documents

Our team will verify subcontractors have a valid City business license. We will track City projects in the vicinity to confirm no conflicts exist with other current or proposed City projects. Our team will also confirm

compliance with the City's Community Workforce Agreement (CWA) forms and requirements. We will provide verification of compliance with monthly progress payments. Our team will also document the site's pre-existing conditions with video recordings and photographs. This will help confirm no false claims are filed against the City for damages to private property.

Task 1.4 – Community Outreach Assistance (Optional)

If the City chooses to proceed with this optional item, we will coordinate with and communicate the City's public outreach meetings schedule, notifications, and communications. As directed by City, we will also provide the required meeting materials and other requested assistance to notify, and update, affected residences and businesses of upcoming construction activities and schedules.

Task 1.5 - Construction Management Plan

We will develop a construction management plan specific to this project using Cannon's construction procedures and/or the City's standards and procedures manual. This will include organizational structure; QA/QC protocols; and project controls, including reviewing and processing of project documentation and change order management, reviewing shop drawings, and material submittals. If necessary, we will work closely with City staff to develop a clear understanding of our web-based project documentation system for quick access to information about the project (see Task 2.4 Submittal Management).

Phase 2 - Construction Services

Task 2.1 – Scheduling

We will review the Contractor's schedule to confirm that the project is implemented in general accordance with the contract documents requirements. We will also monitor the Contractor's compliance with the agreed-upon scheduling requirements.

We will review the Contractor's schedule to determine that it is properly prepared, that milestones dates meet the overall schedule, and that no major conflicts exist.

We will review progress against the approved schedule to adequately record work-in-place, detect

potential delays, and review the Contractor's plan for implementation of remedial measures when appropriate. This will help maintain or recover progress.

In conjunction with City staff, we will also negotiate schedule adjustments with the Contractor, which may be required due to weather, change orders, or other impacts requiring schedule adjustments. Our team will monitor and report monthly on the status of the project construction budget.

Task 2.2 – Progress Meetings

We will conduct weekly progress meetings with the Contractor and City representatives. The principal purpose of the project coordination meetings will be to provide the following:

1. Review progress and quality
2. Review submittal and requests for information (RFI)
3. Notify the attendees of construction deficiencies
4. Discuss labor, material, and equipment related to upcoming work
5. Address team coordination matters
6. Address public convenience and access
7. Review maintenance of as-built drawings throughout construction

When appropriate, the Cannon team will update attendees regarding the project phasing and the progress of right-of-way acquisition and its effect on scheduling the work.

We will chair these meetings, conduct each meeting according to a published agenda, and have meeting summaries prepared and promptly distributed. Meeting summaries will detail action items, the discussions that ensued, and announce the time and date of the next meeting.

Task 2.3 – Project File Database

With the City's approval, we will provide a web-based, centralized document system using Procore. The development and implementation of this document system will include the following:

1. Design of the centralized document system to support project file database

2. Procurement of the software and licenses for the system

We will administer the project database by establishing access and read/write permissions to District, Contractor, and design engineer. Documents tracked in the centralized web-based system will include the following:

- Project drawings
- Project specifications
- Drawings and specification addendum
- Correspondence
- Submittals / shop drawings
- RFIs
- Change orders and change order requests
- Meeting agendas and meeting summaries
- Daily reports
- Daily photos
- Inspection reports
- Coordination of material testing with the County of Orange
- Project schedules
- Progress payments
- Permits
- Warranties

The City requires the Contractor use the centralized document system for management and transfer of the project related documentation and correspondence. If requested by City staff, we have the capability to use an alternate, web-based centralized document management system, including EADocs, Share Point, One Drive, or other cloud-based file sharing systems.

In addition to maintaining a web-based document management system, and to confirm that records are organized, complete, and accessible, we will also prepare hard copies of documents in project binders following procedures outlined in Chapter 5 of the Caltrans Construction Manual. We follow methods of record keeping outlined in Caltrans Construction Manual as a matter of practice, but we will also incorporate City required policies, as needed. (We have provided more information on this procedure under Resources on page 10).

Task 2.4 – Submittal Management

Upon receipt of the required submittals and O&M manuals from the Contractor, we will send these to the design engineer for review, maintain a log, and manage shop drawings and sample/submittal review process to confirm the following:

1. Short-term look-ahead schedules contain critical submittal dates, and the logs reflect the same.
2. Submittals are reviewed in accordance with the contract documents and returned to the Contractor.
3. Logs are updated on a regular basis.
4. Shop drawings are reviewed and returned before associated work has begun.
5. Submittal copies are maintained in the file.

After the review, we will return submittals to the Contractor and forward a copy to the City.

Task 2.5 – Construction Observation

We will implement observation guidelines for monitoring the quality of the Contractor's work. We will conduct field observation and prepare documentation (daily reports) of construction tasks, including construction staging; utility coordination; processes; mechanical, electrical, and instrumentation; traffic and pedestrian access; drainage, environmental, and National Pollutant Discharge Elimination System (NPDES) requirements; concrete; grading; concrete slurry; pipeline; base surfacing; landscaping and/or irrigation restoration; and erosion control.

Task 2.6 – Construction Surveys and Staking Coordination

We will observe and review the Contractor's surveys and staking. We will coordinate with the Contractor and licensed surveyor to quantify and compute quantities of work provided by the Contractor, if required.

Task 2.7 – Stormwater Pollution Prevention Plan and Environmental Monitoring Coordination

We will review the Storm Water Pollution Prevention Plan (SWPPP) submitted by the Contractor and will monitor and document the Contractor's general conformance with the SWPPP. We assume the filing of the SWPPP with the State Water Resources Control Board SMARTS System will be completed by the City.

We will coordinate with the City to confirm the Contractor follows requirements of the final environmental documents, including required mitigation measures.

Task 2.8 – Request for Information (RFI)

We will coordinate efforts regarding change orders and RFIs submitted by the Contractor, or requested by the City, as follows:

1. Compile change order supporting documentation, such as inspection reports, test reports, drawings, sketches, photographs, and other materials, as required.
2. Review and evaluate the appropriateness of proposed change orders, advise the City as to their effect on the contract time and cost, and complete independent estimates of the proposed change order work when necessary or when directed by the City.
3. Negotiate change orders and recommend approval or denial with direction and final approval by the City.
4. Maintain change order and RFI logs.

Task 2.9 – Change Orders

We will investigate proposed change orders submitted by the Contractor or requested by City. Change order submittals will include supporting records. Our investigation will include the impacts on the project schedule and budget and will include a recommendation for approval or disapproval.

We will complete the following:

1. Assemble documentation to include items, such as inspection reports, test reports, drawings, sketches, photographs, and other materials, as required.
2. Prepare change order estimates consisting of a cost estimate conforming to City procedures and forms; assess the impacts of the proposed change on the Contractor's schedule and operations; and prepare a written report summarizing the impact of the proposed change in terms of extra cost, cost savings, schedule, and effect on Contractor's obligations.
3. Evaluate the Contractor's price proposals for reasonableness and accuracy of construction

quantities, rates and unit prices, and time and schedule impacts.

4. Maintain a change order log to track change order proposals through the review and approval process.

Task 2.10 – Progress Pay Estimates

We will review the Contractor's monthly progress payment requests, construction contract records, and reports specified to be submitted to confirm general compliance with contract documents. We will maintain an estimate of overall construction cost based on the Contractor's bid and earned value of work completed. We will compile recommendations for Contractor payment and forward to the City.

Task 2.11 – Project Progress Reporting

We will monitor and report on project progress, cost, and schedule. This will be summarized in a monthly progress report prepared and submitted to the City. We will review, analyze, and comment on the Contractor's schedule along with the monthly schedule updates. Additionally, we will establish a cost control system for monitoring and updating the status of the costs and budget throughout the project.

Task 2.12 – Claims Management

We will maintain a potential claims log and prepare a separate file for each potential claim issue. We will evaluate, analyze, and coordinate negotiation to achieve claims and disputed resolutions in line with City directions and final approvals.

Phase 3 - Post Construction Services

Task 3.1 – Final Inspection and Punch List

We will evaluate the substantially complete facilities to confirm general compliance and/or identify discrepancies and deficiencies in the work provided by the Contractor. We will compile a punch list, transmit to the Contractor, and monitor completion of the punch list items. We will report to the City on the completion of the project and make recommendations regarding project acceptance, retention of funds, and final payment to the Contractor.

Task 3.2 – Coordinate Closeout Procedures

We will coordinate closeout procedures. We will monitor the Contractor's, subcontractor's, and other project staff's progress to finalize project records and complete

and correct as-builts/record drawings and other documentations required by the City.

Task 3.3 – Project Close-out Documents

We will obtain record (as-built) drawings, O&M materials, contract required documents, lien releases, and written warranties from the contractor. We will review and circulate these to the City for final acceptance. We will provide the City with complete project documentation for permanent records.

Task 3.4 – Final Report

We will prepare and submit a final construction report, including the following:

- Operations manuals for equipment furnished by the Contractor
- Testing records

Task 3.5 – Processing of Record Drawings

We will maintain a hard copy file of the construction drawings at the on-site office for the purpose of documenting field changes, as-built conditions, and approved changes. After receiving the Contractor's mark-ups of changes and as-built conditions we will transmit the final as-builts to the design engineer/ City for processing of record drawings.

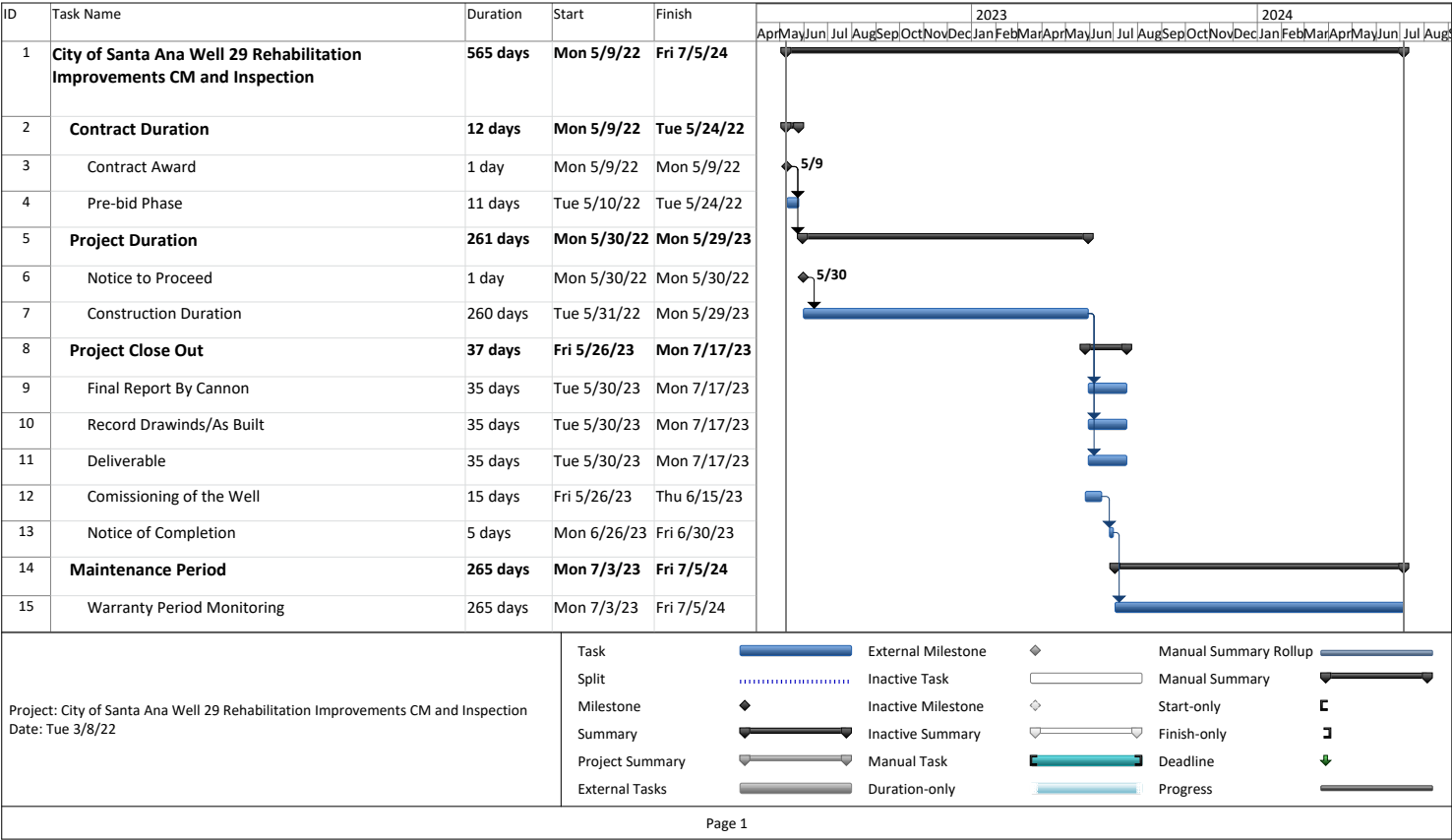
Task 3.6 – Claims Assistance (if required)

We will evaluate the Contractor's final payment and/or claim and will negotiate and resolve claim issues. If project disputes cannot be resolved in a manner acceptable to both the City and Contractor, we will assist with claims resolution through information gathering and finding of facts, including examining pertinent documentation, field conditions, and other related details as necessary to determine the facts of the dispute. We will provide the City a written status report that discusses the dispute facts and makes recommendations as to the Contractor's claim.

Task 4-Warranty Period

At the City's request, Cannon staff will prepare and monitor warranty requests during the one-year period. We will schedule and oversee the warranty repair. Additionally, we will conduct site visits, as requested by the City, to examine defects or imperfections to determine if it is a warranty issue or not.

Schedule





Appendix

Key Personnel Resumes

Non-Collusion Affidavit

Non-Lobbying Certification

Non-Discrimination Certification

Hany S. Henein, PE, PLS Construction Manager and Resident Engineer

Professional Registration

- Civil Engineer, California, No. 33090

Education

- Bachelor of Science, Civil Engineering, Ain Shams University, Cairo, Egypt

Training

- Cal Trans: Local Assistance Manual Policies and procedures, Resident Engineer, Right of Way certifications and applications and processing for Federal Grants including reimbursements
- State of CA: Regional Quality Board permits' requirements, Fish and Games permits' requirements, NPDES Permits and Best Management Plans requirements (PMP)
- Army Corps of Engineers (ACOE); 401 , 402 and 404 permit's applications and requirements, FEMA training for Flood Plain Map Revisions (LOMAR AND CLOMAR) and establishing new flood zones elevations
- Cal OSHA and Rail Road's safety training

Software Skills

- Retain Pro
- Water Surface pressure Gradient (WSPG)
- HEC-RAS, used to establish new flood plain elevations
- Microsoft Office Programs

Hany Henein, PE, PLS brings 43 years of experience in professional engineering and land surveying, including management for capital improvement project (CIP) design, construction, and grant projects. Specializing in pump stations, bridge and hydraulic structures, parks, highways, and bridges, he is proficient in analyzing land surveys, hydraulics, hydrology, and cost estimates

Mr. Henein has worked with numerous agencies and municipalities throughout Southern California, including the Cities of Bell Gardens, Montebello, Huntington Park, Baldwin Park, Lynwood, and El Monte. He was also employed by the County of Orange and the cities of Riverside, Corona, and South Gate. He has secured permitting through coordinating with local cities and agencies, such as Caltrans, Railroad, Army Corps of Engineers, Regional Water Quality Control Board, Fish and Game, Coastal Commission, Air Quality Municipal District, and Department of Safety of Dams.

Construction Management Services for Van Ness Avenue and 139th Street Improvements, Gardena, California: This improvements project is a major street maintenance project that encompasses portions of Van Ness Avenue from 135th street to Marine Avenue as well as portions of 139th Street from Van Ness Avenue to Western Avenue. The improvements include edge grinding; cold milling of the existing pavement and repaving; resetting of valve boxes and manholes frames and covers; and striping and signal modifications. The scope of work also includes removal and replacement of curb, gutter, and sidewalk in addition to bringing pedestrian improvements into ADA compliance. Cannon was selected to provide construction management services. The project also requires extensive coordination of traffic control and close coordination with emergency services, local agencies, and the public in this high traffic location. Mr. Henein served as Project Manager.

Additional Project Experience Summary

Mr. Henein has served as Resident Engineer and Construction Manager on the following projects:

- Street Rehabilitation, Huntington Park, California
- Traffic Signal, Streetlights, and ADA Upgrades for ATP Cycle 2, Huntington Park, California
- Montebello Blvd. Improvements, Montebello, California



Pat Riddell, PE, CPII QSD/P Principal-in- Charge

Professional Registration

- Registered Civil Engineer, California, No. 72034
- Certified Public Infrastructure Inspector, American Public Works Association
- Excavation Safety Training for Competent Persons (CPT), United Academy, ID: 1544359

Education

- Bachelor of Science, Environmental Engineering, California Polytechnic State University, San Luis Obispo, California]
- Caltrans Resident Engineer Academy

Professional Affiliations

- American Society of Civil Engineers
- American Public Works Association

Mr. Riddell provides senior-level oversight of engineering design quality assurance procedures. He works alongside the Project Manager, other Senior Principal engineers, and design team to thoroughly check plans, specifications, estimates, design drawings, and other project materials prior to their submission to City staff. If necessary, Mr. Riddell will act on behalf of the Project Manager and serve as back-up to keep subconsultants, the City, and other project stakeholders abreast of project activities.

Plant 209 Suburban Water Systems, Whittier, California: Suburban Water Systems (SWS) selected Cannon to provide construction management for the demolition of an existing pump building; construction of a new pump building with a conference room, office, and restroom; installation of three new pumps and motors. Cannon coordinated with the City of Whittier for obtaining permits and connection of the on-site sewer to the City's sewer system. Cannon provided full-time on-site observation and inspection, daily reports, weekly progress meetings, agency coordination, design engineering team, coordination with geotechnical and specialty testing firms, as well as coordination of RFIs and submittals. Mr. Riddell served as Construction Manager.

Select Project Experience Summary

Mr. Riddell has served as Project Manager, QA/QC Engineer, or Construction Manager/Resident Engineer on the following projects:

- Inspection Services for Well No. 2, La Crescenta, California
- Construction Management for West Main Tank, Paso Robles, California
- Inspection for Pinewood Reservoir and Booster Pump Station, Tanglewood, California
- Construction Inspection for Groves Booster Pump Station, Orcutt, California
- Inspection for La Brea Transmission Main Project, Beverly Hills, California
- Electrical Engineering Design Services for Plant 408, Suburban Water Systems, Covina, California
- Lost Hills Utility District New Water Well Coordination and Construction Management, Lost Hills, California
- Construction Inspection for Bradshaw Ion Exchange System, Barstow, California
- Engineering Construction Support and Design for Transmission Main Repairs, Montecito, California



Jameson D. Farr, CPII Construction Inspector

Licenses and Certifications

- Certified Public Infrastructure Inspector, American Public Works Association
- OSHA- Certified Confined Space Entry, No. 130815
- American Concrete Institute No. 01383421
- Nuclear Gauge Operator, No. 17943
- Flagger Training Completion
- California Test Method (CTM) Certifications: 105, 106, 125, 125AGG, 125PCC, 125AC, 201, 202, 206, 207, 216, 217, 226, 227, 231, 234, 301, 370, 375, 382, 504, 518, 533, 539, 540, 556, 557
- First Aid/CPR
- Confined Space

Education

- Palomar College, Psychology Major
- Bakersfield College, Psychology Major

Mr. Farr brings over eight years of experience in materials testing and construction inspection. His experience includes testing and construction inspection for FEMA flood repair, roadway and shoulder improvements, guardrail installation and pedestrian paths. He has worked extensively for the County of Kern and is well-versed in the Caltrans and Green Book for Public Works specifications.

As an Construction Inspector, Mr. Farr's responsibilities include inspection activities such as: administrating plans, specifications, and special provisions; ensuring projects meet all safety aspects; reviewing projects for errors and/or discrepancies; negotiating and implementing corrective actions; and performing engineering calculations. Other duties compose of performing project/program management activities: planning and scheduling projects, estimating and tracking costs, monitoring progress, keeping daily logs and reports; ensuring quality control, preparing change orders, interpret, communicate and verify that projects are in compliance with plans, as well as specifications and special provisions. Also serving as a liaison with the public in answering questions/explaining projects and resolving complaints.

Mr. Farr's materials lab experience includes collecting and testing various forms of aggregate including but limited to asphalt, Class II aggregate, soil for compaction tests, and concrete. Mr. Farr has a proven track record of providing project oversight that employs safety, accuracy, and project success.

Select Project Experience Summary

Mr. Farr has served as Construction Inspector on the following projects:

- Construction Management and Inspection, 139th St and Van Ness Ave Improvements, Gardena, California
- Construction Management for Airport Pipeline Infrastructure, DPW 17-19A, City of Paso Robles, California
- Construction Management and Inspection Magic Mountain Pipeline Phase 6A Project, Santa Clarita Valley Water Agency, Santa Clarita, California
- Construction Management and Inspection Magic Mountain Pipeline Phase 4 & 5 Project, Santa Clarita Valley Water Agency, Santa Clarita, California
- Construction Inspections for Bradshaw Ion Exchange System, Golden State Water Company, Barstow, California
- Construction Management and Inspection, Vista Canyon Recycles Water Main Extension, Santa Clarita, California



John Ornelas

Alternate Construction Inspector

Professional Certification

- Water Distribution Operator, Grade D2 and D3, No. 17298, California
- Excavation Safety and Competent Person – National Utility Contractors Association
- Class 1 and Class 4, Sitdown/Counterbalance 5000 lb. Certified Operator

Education

- Water Distribution System Operation and Maintenance, California State University, Sacramento, California
- Operation and Maintenance Wastewater Collection Systems, California State University, Sacramento, California

Training

- Metrotech Locator Instruments
- Air Valves for Flow Efficiency and Surge Protection – City of Santa Barbara
- Repair Clamps and Couplings – City of Santa Barbara
- Horizontal Directional Drilling – City of Santa Barbara
- Joining Repair and Tapping Pipe – City of Santa Barbara
- Water Distribution Training

Mr. Ornelas serves as a Construction Inspector experienced with inspecting and observing field construction work, completing daily reports and tracking labor and materials, and completing administrative tasks. He specializes in measurements, cutting, and installment of piping, fixtures, and hydrants, which gives him an invaluable perspective during construction and will assist with office engineering and administrative tasks reviews.

Mr. Ornelas brings over 24 years of experience as a Senior Water Distribution Operator, including repair and maintenance of entire distribution systems. His proficiency with locating, testing, repairing leaks, fixtures, and fire hydrants through the interpretation of maps and blueprints helps him oversee and confirm safe work practices. Mr. Ornelas is experienced in training and leading teams and has mastered forming an efficient and professional work environment. Working with numerous agencies and municipalities throughout Southern California has thoroughly familiarized Mr. Ornelas with agency regulations and expectations.

Summary of Select Project Experience

Mr. Ornelas has served as construction inspector on the following projects:

- Construction Inspection of the Corona Reservoir Electrical Upgrades, Pump Station, and Aeration System Project, Goleta Water District, Goleta, California
- Construction Inspection of Corona Del Mar Water Treatment Plant, Sewer and Storm Drain Replacement Inspection, Goleta Water District, California
- Construction Inspection of Wash Water Tank Service Road Erosion Repair Project, Goleta Water District, California
- Construction Observation and Inspection Services for Corona Del Mar Access Road Repair Inspection, Goleta Water District, California
- Construction Inspection of Patterson Reservoir Antenna Relocation, Goleta Water District, California
- Construction Inspection of Mayfield Pump Station Renovation, Mayfield, California*
- Construction Inspection of Wildwood Reservoir, California Water Services, West Lake District, Thousand Oaks, California*



* Prior to Cannon

Derek Romer, PE Electrical Engineer/Material Submittals

Professional Registration

- Electrical Engineer, California, No. E16396

Education

- Bachelor of Science, Electrical Engineering, California Polytechnic State University, San Luis Obispo, California

Professional Affiliations

- Institute of Electrical and Electronics Engineers (IEEE)
- National Fire Protection Association
- Southern California Water Utilities Association (SCWUA)
- National Council of Examiners for Engineers and Surveyors (NCEES)

Office Location

- Los Angeles, California

Mr. Romer has more than 27 years of experience, including electrical and controls system design, in secondary power distribution, lighting, and instrumentation, as well as reservoirs, sewage lift stations, wastewater treatment plants, and water treatment plants. His expertise comprises project management, field investigations, calculations, preparation of design drawings and specifications for bid packages, review of bid packages and construction shop drawings, and construction management, including troubleshooting during project startup and inspection. Mr. Romer's pump station designs feature energy-efficient systems and promote off-peak power use.

LHUD Production Well Design, Lost Hills, California: As the District Engineer, Cannon provided engineering design services for water wells including the ECWAG North and East Well Re-Equipping and Well No. 3 projects. For ECWAG, due to on-going drought conditions and a resulting 150-foot water table drop, the USDA provided a \$500,000 emergency grant for upgrading and re-equipping these two existing wells. Cannon provided preliminary design, project coordination, and construction oversight. For Well No. 3, Cannon completed a new well design with vertical turbine pumps and a VFD motor drive.

Water Well Design WT0025, Tulare, California: The City of Tulare was diligently pursuing improvements to the City's water system including the construction of five new wells throughout the City. The City had upgraded or repaired existing wells to increase efficiency but had not constructed a new well since 2009. The City selected Cannon provided design and engineering for all five wells. Cannon scope of services included engineering design for site improvements; equipping each new well with oil-lubricated vertical turbine pumps and motors with removable enclosures; propeller meters; variable frequency drive controls; underground flush to waste basins; and transfer switches with connection points for newly purchased generators.

Select Project Experience Summary

Mr. Romer serviced as electrical engineer on the following projects:

- Construction Management and Inspection Services for Well No. 2, Crescenta Valley Water District, La Crescenta, California
- Groves Booster Pump Station, Golden State Water Company, Orcutt, California
- Electrical Engineering Design Services for Plant 408, Suburban Water Systems, Covina, California
- Lost Hills Utility District New Water Well Coordination and Construction Management, Lost Hills, California
- Design and Construction Management for Well No. 16, Crescenta Valley Water District, Montrose, California



Matthew Cook Certified Electrician

Professional Registration

- General Electrician.
California, No. 160069

Education

- Bakersfield College,
Bakersfield, California
(Current)
- Basic Electronics (AC
and DC), Instrumentation/
Process Control,
Programmable
Logic Controllers
(Allen Bradley),
Telecommunication,
Electronic System
Installation AutoCAD,
Mechanical Systems and
Analog & Digital

Mr. Cook brings 12 years of experience in the Electrical and Automation field. He has worked as an automaton technician with Advanced Combustion and Process Controls, building and installing control panels, performing safety checks and calibrations, and troubleshooting instrumentation. Since 2008, Mr. Cook has developed extensive automation technician and electrical engineering experience within both the public and private sectors. He has served on complex engineering projects dealing with oil, gas plants, and other facilities. His main objective is to provide a safe work environment without sacrificing quality or accuracy.

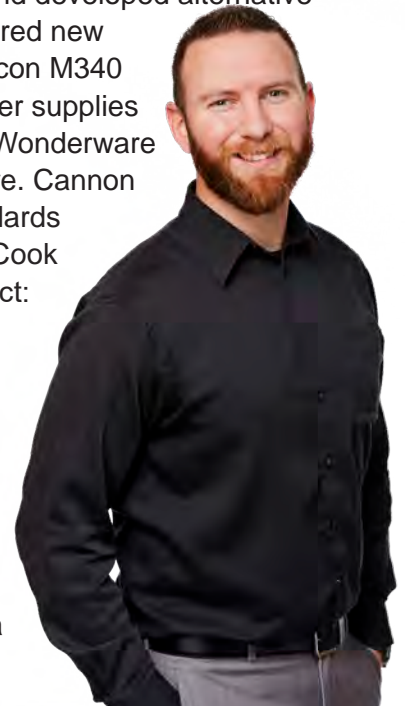
Orange County SCADA Design-Build, Golden State Water Company, Orange County, California: Cannon was selected by GSWC to perform a Design-Build project to establish an upgraded SCADA system for the Orange County District. The existing control system was providing monitoring and control for seven out of 37 remote sites, across four different water systems. Cannon was tasked to create standardized SCADA designs, for both hardware and software implementation, from the SCADA Master Plan to integrate all four water systems. Cannon conducted Radio Path Surveys, including evaluating alternatives for communication to the GSWC Anaheim office and developed alternative telemetry design solutions. Mr. Cook served as the certified electrician on this project:

Cypress Ridge SCADA Design-Build - Golden State Water Company, California: GSWC selected Cannon to conduct a Design-Build project to establish a new SCADA system for the newly-incorporated Cypress Ridge water system comprised of 9 well sites, 4 booster pump stations, and 6 reservoirs. Cannon conducted Radio Path and developed alternative telemetry design solutions. This upgrade required new instrumentation, new control panels with Modicon M340 PLCs, new Ethernet networks, redundant power supplies and power monitoring, and a completely new Wonderware System Platform 2017 SCADA system software. Cannon implemented the hardware and software standards developed from the SCADA Master Plan. Mr. Cook served as the certified electrician on this project:

Summary of Select Project Experience

Mr. Cook served as the certified electrician on the following projects:

- Pinewood Plant Reservoir and Booster Pump Station, Golden State Water Company, Tanglewood (Orcutt), California



Toby Turnage, PE Designer/Mechanical Inspector/Material Submittals

Professional Registration

- Mechanical Engineer, California, No. 41800

Education

- Bachelor of Science, Mechanical Engineering, Colorado School of Mines, Golden, Colorado
- University of Colorado-Denver Graduate Degree Program Courses in Turbomachinery (2006); Inelastic and Elastic Stress Analysis (2007)

Professional Affiliations

- ASME) American Society of Mechanical Engineers, Advisory Board to the Chair – Colorado Section

Mr. Turnage is an Engineer and experienced Project Manager with comprehensive knowledge of mechanical engineering and its application in areas such as hydraulic turbines, pumps and motors, and governor systems. He is adept at working with clients to develop a technical scope of work with strict scheduling and budgeting efficiency, working with multidisciplinary teams, and retaining excellent administrative capabilities. He is skilled in reviewing and analyzing data from field representatives, customers, and/or as-built drawings and providing additional technical recommendations or solutions. Additionally, Mr. Turnage is proficient with extensive problem solving and statistical data analysis using such programs as: MS Project, Pro-E, Solid Edge v. 12, WHAMO, Matlab v.6, Labview, Mathcad Professional, Bentley STAAD Pro AutoCAD 2011, PowerPoint, MS Word, Microsoft Excel, and Sharepoint.

Well 31 Tank Replacement, Simi Valley, California: The District operates Well 31, which supplies the City's 1 MGD Treatment Plant. The well site is equipped with a bolted galvanized steel tank. The tank serves to set a positive hydraulic gradient upstream of the pressure reducing valve supplying the Treatment Plant. The City had planned to replace the old and corroded tank. Cannon investigated the tank and concluded the condition of the tank at Well Site 31 required more immediate attention than the tank at Well Site 32 and needed replacement in-kind with the same existing volume. Cannon provided the topographic survey of the site and a 3D scan off Tank Site 31, coordinated with the tank manufacturer for the design of the steel tank, provided design for the foundation and connections of the tanks to the foundation, and provided the existing piping and drainage information to the tank manufacturer to reduce modifications. Mr. Turnage provided mechanical engineering services for this project.

Summary of Select Project Experience

Mr. Turnage served as mechanical engineer on the following projects:

- Electrical Engineering Design Services for Plant 408, Suburban Water Systems, Covina, California
- Pinewood Plant Reservoir and Booster Pump Station, Golden State Water Company, Tanglewood (Orcutt), California



Kyle Askarian, PE Timber Design/Construction Inspector

Professional Registration

- Civil Engineer,
No. C86477

Education

- Master of Science,
Structural Engineering,
California State University,
Northridge, California
- Bachelor of Science,
Civil Engineering, Azad
University

Affiliations

- American Society of Civil
Engineers (ASCE)
- The Steel Stud
Manufacturers Association
- Cold-Formed Steel
Engineers Institute
- Metal Stud Engineers
Association
- Concrete and Steel
Association

Mr. Askarian has been providing structural engineering services since 2012. His experience includes design and analysis of aluminum, timber, concrete, masonry, and steel structures as well as architectural components and mechanical equipment. He specializes in concrete and steel design. In addition to structural design and analysis, he has been involved in a number of projects as a support designer, some of which are highlighted below.

15 MG Zone 1 Reservoir Coating and Improvements Project, Irvine Ranch Water District, Irvine, California:

Irvine Ranch Water District evaluated their existing 15 MG steel tank to prepare a recoating and tank repair plan to rehabilitate the tank. Mr. Askarian provided structural engineering services.

Las Virgenes Municipal Water District (LVMWD) Cornell Pump Station, Las Virgenes, California:

Cannon provided a review of the existing Cornell Pump Station and recommended upgrades to increase the reliability of the Cornell Pump Station for future MWDSC shutdowns and emergency operations. The capacity of the pumps were evaluated and a recommendation was provided to ensure similar capacity for both pump systems without degrading the hydraulic gradient on either the suction or discharge side of the pump station. Cannon prepared technical memorandum, which included condition of the current equipment, to provide different power alternatives and cost of improvements. Recommended improvements included CEQA recommendation, HVAC and cooling system for the electrical equipment within the pump station, evaluation of different power alternatives for the pumps, and recommended motor and engine replacement. Mr. Askarian provided structural engineering services.

Santa Clarita Valley Water Agency (SCVWA), Dean Zone Pump Station at Skyline Ranch, Santa Clarita, California:

The Skyline Ranch Project site covers approximately 2,173 acres in the Santa Clarita Valley. Pardee Homes is developing approximately 496 acres of the site with 877 single-family residential, 344 multiple family residential dwelling units, a 12-acre elementary school site, 11 acres of public parkland, nine acres of private parkland, and approximately 131 acres of manufactured slopes and irrigated landscaping. SCVWA will serve the proposed development from three pressure zones. The development will be served through extensions of the existing Plum Canyon Zone and Deane Zone, and construction of a new Skyline Ranch Zone. Cannon is currently providing professional engineering services to prepare final design plans, specifications, and cost estimates. Mr. Askarian provided structural engineering services.



Christine C. Kahn, PE Construction Administration

Professional Registration

- Civil Engineer, California, No. 41877

Education

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo, California

Certifications

- OSHA-Confined Space Entry
- Asphalt 101 for Civil and Geotechnical Engineers – Asphalt Pavement Alliance

Professional Affiliations

- American Society of Civil Engineers; Past President, SLO Branch
- American Public Works Association, Member, Central Coast Chapter,
- Alpha Chi Omega Sorority, CPSU, Lifetime Member

Ms. Kahn is an experienced project manager, project engineer, and construction inspector with 35 years of experience in the public infrastructure field. She offers expertise in constructability reviews, preliminary site planning and permitting, and funding assistance. Throughout the course of her career, she has honed her abilities as an astute problem-solver capable of designing, managing, and inspecting transportation projects with proficiency.

Ms. Kahn has assisted local agencies in obtaining funding for improvement of their transportation infrastructure and transportation services. As a Transportation Engineer for Caltrans, she was the lead engineer in the development of various complex transportation projects on the State Highway System. Ms. Kahn also managed a team of engineers to prepare technical documents that required extensive coordination with several functional units within the district, region, headquarters and outside regulatory agencies. She followed many of her projects into construction to oversee field personnel to ensure the cost effective and timely delivery of the project.

Pinewood Reservoir and Booster Pump, Tanglewood, California:

Cannon provided construction inspection, construction coordination, submittal, and RFI review services for the installation of a 0.238-million-gallon steel reservoir, booster pump station, generator, and sound-attuning fence. The reservoir and booster pump station are at the site of an existing Golden State Water Company (GSWC) well. The booster pump station consists of four pumps, ranging from 15 to 75 HP. Reservoir construction included subdrain system, steel stairway, and various hatches, cleanouts, and piping attachments. Cannon provided inspection services for onsite work, including inspection of foundation, tank, coatings, cathodic protection system, and safety and structural modifications, booster pump station, and generator install. Cannon observed pressure testing and disinfection of the water main/service and appurtenances as required, recorded observations of relevant pressure testing, and disinfection monitoring.



Esther Lopez

Office Engineer/Alternate Construction Administration

Education

- Bachelor of Science, Civil Engineering, California Polytechnic University, San Luis Obispo, California

Software Skills

- Bluebeam Revu Extreme
- Auto CAD
- Adobe Acrobat
- Microsoft Suite
- Impact

Ms. Lopez demonstrates effective teamwork, communication, and management. She prepares project reports and reviews and references drawings. She has conducted rebar inspection, concrete inspection, and compaction inspections. Ms. Lopez has experience analyzing and compiling pay applications and change orders, she has transferred RFIs and submittals to database platforms for project team and client accessibility.

Construction Management for Hwy 46 East Water Main Relocations, Lost Hill Utility District (LHUD), Lost Hills, California: The widening of Caltrans Highway 46, at the interchange with Interstate 5, required the relocation of several LHUD pipeline segments, out of Caltrans right-of-way. The pipeline relocations consisted of moving approximately 2,100 linear feet of 12-inch C900 PVC pipe and approximately 550 linear feet of 8-inch C900 PVC pipe. Two segments of the pipe were constructed using trenchless technology, specifically horizontal directional drilling (HDD). Cannon successfully provided construction management and Inspection services, including construction staking; materials testing and sampling; Caltrans coordination; administration of Caltrans/LHUD agreement; and storm water monitoring. Ms. Lopez served as Office Engineer.

Construction Management for Pismo Streetscape: Shell Beach Road, Pismo Beach, California: This project involved the construction of a multi-use path placed along the east side of Shell Beach Road, along the Caltrans right-of-way boundary, to connect the Shell Beach Elementary School to Dinosaur Caves Park. In addition, several other surface enhancements were needed, including ADA-compliant sidewalks and curb ramps, intersection bulb-outs for pedestrian safety and traffic calming, landscaping, streetscape furnishings and amenities, lighting, walls and fences, fresh pavement surfaces, new striping and markings, and public art displays. The City retained Cannon to provide construction management, inspection, materials testing, and administrative services. Ms. Lopez served as Office Engineer.

Select Project Experience Summary

Ms. Lopez has served as Office Engineer/ Document Control on the following projects:

- Construction Management Services for Main West Tank, Paso Robles, California
- Construction Management Services for S. River Rd Sewer Abandonment and Lift Station No.8 Force Main Extension, Paso Robles, California



ACKNOWLEDGMENT

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 San Luis Obispo

On January 22, 2022 before me, R Grieco Notary Public
(insert name and title of the officer)

personally appeared _____
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



NON-COLLUSION AFFIDAVIT

The wet-signed and sealed, by a California Certified Public Notary, original of this Non-Collusion Affidavit form has been provided in the original hard-copy proposal submittal.

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 Cannon Corporation

Signed and Printed Name:  Bruce G. Ray

Title Chief Financial Officer

Date January 20, 2022

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: 
Title: Chief Financial Officer
Firm: Cannon Corporation
Date: January 20, 2022

Reliable Responsive Solutions

The background of the entire page is a high-quality photograph of three glass spheres resting on a highly reflective, liquid-like surface. The spheres are arranged in a triangular pattern, with one slightly higher than the other two. The surface is covered in concentric ripples, suggesting a recent disturbance. The lighting is dramatic, coming from the upper left, which creates bright highlights on the top of the spheres and their reflections. The overall color palette is dominated by deep blues and purples, with some lighter, almost white, highlights on the glass and the ripples. In the upper right corner, there are several thick, curved, semi-transparent white lines that sweep across the frame, adding a sense of motion and modern design to the composition.

Cannon
16842 Von Karman Avenue
Irvine, CA 92606
949.753.8111

EXHIBIT C



Task	Pat Riddell		Hany Henein		Jameson Farr/John Ornelos		Dereck Romero		Matt Cook		Toby Turnage		Toby Turnage		Kyle Askarian		Esther Lopez		Christine Kahn		Estimated Cannon Hours	Estimated Cost
	Principle in Charge		Resident Engineer		Construction Inspector		Electrical design/Submittals		Electrical Inspector		Design/Submittals Review		Mecnical Inspector		Desiner/Building Inspector		Office Engineer/Alternate Project Adminstrator		Construction Adminstrator/Assistant			
	\$195		\$185		\$140		\$185		\$140		\$185		\$140		\$140		\$98		\$165			
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost		
Pre-Bid Phase																						
1.1 Constructability Analysis			15	\$2,775	3	\$420			2	\$280	5	\$925	2	\$280	2	\$280	5	\$490			34	\$5,450
1.2 Perform Bid Analysis to determine the Lowest Responsible Bidder			5	\$925																	5	\$925
1.3 Receive and Review Contractor Paper Work			5	\$925													5	\$490			10	\$1,415
Pre-Construction																						
1.1 Constructability Analysis					8	\$1,120			2	\$280			2	\$280							12	\$1,680
1.2 Pre-Construction Conference			3	\$555	3	\$420	3	\$555	3	\$420			3	\$420							15	\$2,370
1.3 Review Baseline CPM Schedule			1	\$185	2	\$280															3	\$465
1.4 Review Stormwater Pollution Prevention Program (SWPPP)			2	\$370	4	\$560															6	\$930
1.5 Review Initial Project Submittals			8	\$1,480																	8	\$1,480
1.6 Preliminary Utility Coordination			4	\$740	8	\$1,120															12	\$1,860
1.7 Public Outreach																						
Construction																						
2.1 Records and Documentation	5	\$975	20	\$3,700	96	\$13,440	16	\$2,960			16	\$2,960			4	\$560	152	\$14,896	80	\$13,200	389	\$52,691
2.2 Safety and Traffic Management	5	\$975	32	\$5,920	96	\$13,440															133	\$20,335
2.3 Schedule and Progress	12	\$2,340	32	\$5,920	40	\$5,600															84	\$13,860
2.4 Submittals and Requests for Information (RFIs)			40	\$7,400	24	\$3,360	20	\$3,700			20	\$3,700			4	\$560	52	\$5,096	20	\$3,300	180	\$27,116
2.5 Structures Inspection			16	\$2,960	24	\$3,360									4	\$560					44	\$6,880
2.6 Construction Inspection	40	\$7,800	240	\$44,400	1312	\$183,680	20	\$3,700	40	\$5,600	20	\$3,700	40	\$5,600	4	\$560					1716	\$255,040
2.7 Control of Materials			40	\$7,400			24	\$4,440			24	\$4,440			48	\$6,720					136	\$23,000
2.8 Cost Control Management			16	\$2,960																	16	\$2,960
2.11 Grant Reimbursment																						
Post Construction																						
3.1 Final Inspection and Punch List	8	\$1,560	24	\$4,440	32	\$4,480	16	\$2,960	24	\$3,360	16	\$2,960	24	\$3,360	4	\$560	8	\$784			156	\$24,464
3.2 As-Built Record Drawings			16	\$2,960	32	\$4,480	8	\$1,480	16	\$2,240	8	\$1,480	16	\$2,240	2	\$280					98	\$15,160
3.3 Final Project Records			8	\$1,480	16	\$2,240	6	\$1,110	12	\$1,680	6	\$1,110	12	\$1,680	1	\$140	40	\$3,920	20	\$3,300	121	\$16,660
Total Estimated Hours	70	\$13,650.00	527	\$97,495.00	1700	\$238,000.00	113	\$20,905.00	99	\$13,860.00	115	\$21,275.00	99	\$13,860.00	73	\$10,220.00	262	\$25,676.00	120	\$19,800.00	3178	\$474,741.00
Reimbursables																					Estimated Cost	
Reimbursables related to processing RFI, CCO, ---etc. including final reporting, and other reproducables																					\$15,000	
Subconsultant Estimated Cost																					\$15,000	
TOTAL																					\$489,741	

***Note:**

Fee Schedule is based on 260 working days.

If the project working days will increase due to currently unknown factors, additional fees will be added based on T&M Basis.
This fee schedule does not include any overtime work. If authorized by the City, Overtime work shall be extra and based on T&M Basis.

Public Outreach is optional and its fees/value shall be on T&M Basis.
Labor Compliancveis optional and its fees/value shall be on T&M Basis.
Claims Assistance optional and its fees/value shall be on T&M Basis.
Warrnty Work fees/value shall be based on T&M Basis.



2022-2024 Rates Range

Bill Rate Ranges

Subject to change

Assistant Resident Engineer	\$ 135 - \$ 163
Associate Engineer	\$ 140 - \$ 195
Associate Landscape Architect	\$ 145 - \$ 170
Associate Planner	\$ 140 - \$ 173
Automation Design/Project Engineer	\$ 115 - \$ 152
Automation Specialist	\$ 135 - \$ 160
Automation Technician	\$ 95 - \$ 120
CAD Tech	\$ 85 - \$ 110
CAD Manager	\$ 100 - \$ 130
Construction Inspector I - III	\$ 110 - \$ 142
Construction Manager	\$ 155 - \$ 180
Controller	\$ 70 - \$ 116
Design Engineer	\$ 110 - \$ 153
Director	\$ 180 - \$ 235
Engineer Tech	\$ 98 - \$ 117
Engineering Assistant I - II	\$ 80 - \$ 113
Engineering Manager	\$ 210 - \$ 250
Grant Funding Manager I - II	\$ 130 - \$ 171
I&E Services Coordinator	\$ 80 - \$ 105
Information Systems Admin/Manager	\$ 75 - \$ 121
Land Surveyor I - V	\$ 150 - \$ 207
Landscape Architect	\$ 105 - \$ 125
Landscape Designer I - II	\$ 80 - \$ 123
Lead Automation Specialist	\$ 147 - \$ 175
Lead Automation Technician	\$ 105 - \$ 140
Lead Designer	\$ 100 - \$ 144
Marketing Manager / Director	\$ 125 - \$ 158
Office Engineer / Construction I - III	\$ 98 - \$ 135
Plan Check Engineer I - III	\$ 120 - \$ 188
Planner I - III	\$ 83 - \$ 125
Planning Assistant I	\$ 55 - \$ 74
Principal Construction Engineer	\$ 185 - \$ 205
Principal Designer	\$ 110 - \$ 157
Principal Engineer	\$ 170 - \$ 218

Project Designer	\$ 83 - \$ 139
Project Engineer	\$ 120 - \$ 167
Project Manager / Sr. Principal	\$ 195 - \$ 231
Resident Engineer	\$ 155 - \$ 193
Sr. Associate Engineer	\$ 150 - \$ 210
Sr. Automation Specialist	\$ 163 - \$ 190
Sr. Automation Technician	\$ 126 - \$ 155
Sr. CAD Tech	\$ 90 - \$ 120
Sr. Construction Manager	\$ 180 - \$ 210
Sr. Consultant / Principal-in-Charge	\$ 185 - \$ 285
Sr. Land Surveyor	\$ 171 - \$ 232
Sr. Landscape Architect	\$ 153 - \$ 185
Sr. Plan Check Engineer	\$ 130 - \$ 188
Sr. Planner	\$ 153 - \$ 185
Sr. Principal Designer	\$ 110 - \$ 162
Sr. Principal Engineer	\$ 180 - \$ 260
Sr. Project Designer	\$ 105 - \$ 152
Sr. Project Engineer	\$ 130 - \$ 180
Sr. Project Manager	\$ 190 - \$ 245
Sr. Resident Engineer	\$ 172 - \$ 205
Structures Representative	\$ 165 - \$ 191
Survey Manager	\$ 195 - \$ 255
Survey Technician I - VI	\$ 105 - \$ 188
Technical Writer I - IV	\$ 90 - \$ 145

Survey Crew Rates - Regular

One-Man Field	\$ 180 - \$ 197
Two-Man Field	\$ 255 - \$ 279
Three-Man Field	\$ 335 - \$ 366
Two-Man - HDS	\$ 295 - \$ 322

Survey Crew Rates - Prevailing Wage

One-Man Field	\$ 230 - \$ 247
Two-Man Field	\$ 305 - \$ 329
Three-Man Field	\$ 435 - \$ 450

Electrical - Prevailing Wage

Electrician	\$ 110 - \$ 194
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CM - Prevailing Wage

BCI Construction Inspector	\$ 145 - \$ 165
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Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request.

Other Direct Charges

Black Line Plots	\$2.00 per page	Color Plots	\$5.00 per page
Outside Reproduction	Cost + 15%	Travel and Related Subsistence	Cost + 15%
Automation & Electrical Materials	Cost + 15% (+tax)	Standard Mileage Rate	IRS Rate per mile
Subconsultant Fees	Cost + 5%	Airplane Mileage Rate	GSA Rate per mile

All of the above hourly rates include all direct labor costs and labor overhead, general and administrative expenses and profit. All direct expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours (between 6:00 p.m. and 6:00 a.m.), a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates and on or around an observed holiday, other rates may be applied. Survey Crews and Automation Field staff are billed portal to portal, and mileage charges are included in the hourly rate. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours (between 6:00 p.m. and 6:00 a.m.).

The stated rates are subject to change, typically on

an annual basis.