



## Legislation Details (With Text)

File #: 15-719 Version: 1 Name: TAB 4  
Type: Agreement Status: Agenda Ready  
File created: 9/28/2015 In control: City Council  
On agenda: 10/27/2015 Final action:  
Title: Request City Council to Approve a Professional Services Agreement with Wallace and Associates Consulting for "On-Call" Public Works Construction Management and Inspection Services Related to Private Land Development Projects with an Initial Estimated Annual Amount of \$300,000 for the 2015/2016 Fiscal Year.  
(ACTION)

Sponsors:

Indexes:

Code sections:

Attachments: [Attachment 1 - RFP for Inspection Services Staff Report](#)  
[Attachment 2 - Wallace & Associates Inspection services proposal](#)  
[Attachment 3 - Professional Service Agreement - Wallace and Associates](#)  
[Attachment 4 - Exhibit A to Professional Service Agreement - Wallace and Associates](#)  
[Attachment 5 - Exhibit B to Professional Service Agreement - Wallace and Associates](#)  
[Attachment 6 - Exhibit C to Professional Service Agreement](#)

Date	Ver.	Action By	Action	Result
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### For City Council Meeting

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Approve a Professional Services Agreement with Wallace and Associates Consulting for "On-Call" Public Works Construction Management and Inspection Services Related to Private Land Development Projects with an Initial Estimated Annual Amount of \$300,000 for the 2015/2016 Fiscal Year.  
(ACTION)

### BACKGROUND:

One of the important functions of the Public Works Department is to perform inspection services related to City-approved private land development projects. For private land development projects an owner or developer will engage its own private engineering consultant to prepare the required improvement plans for on-site rough grading, precise grading/paving, on-site and/or off-site storm drainage improvements, public street improvements, traffic signal installation and other associated work. The City Engineer has the responsibility to review and approve these improvement plans, and to ensure that construction of on-site and off-site improvements meet City standards, and that the work is completed in accordance with City-approved plans.

Additional staffing support is required in order to provide adequate construction management and inspection for the various private land development projects under construction at any given time.

#### ANALYSIS/DISCUSSION:

The Public Works Department prepared Request for Proposals No. 15-055 (the “RFP”) to solicit proposals from professional firms to provide Public Works Construction Management and Inspection Services Related to Private Land Development Projects for the City. The City released the RFP on March 12, 2015, with proposals due by April 13, 2015. A copy of the RFP and its addenda is included as Attachment 1. The City advertised the RFP in the San Bernardino County Sun newspaper, posted it on the City’s website and distributed it to various plan rooms throughout Southern California.

On April 13, 2015, the Purchasing Division received five proposals in response to the RFP from the following firms (in alphabetical order):

1. CivilSource, Inc.; Irvine, CA
2. HR Green; Orange, CA
3. KOA Corp.; Ontario, CA
4. Wallace and Associates Consulting; Corona, CA
5. Willdan Engineering Inc.; Rialto, CA

In accordance with state law (California Government Code Section 4526) and Chapter 2.48.440 of the Rialto Municipal Code, City Council must make the selection for professional services on the basis of the firm’s demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP.

An evaluation panel consisting of City staff reviewed the proposals, which resulted in a preliminary ranking of the firm’s qualifications, establishing a “short-list” of the three most qualified firms. The firms invited for formal interviews were (in alphabetical order):

- KOA Corporation
- Wallace and Associates Consulting
- Willdan Engineering

The City held formal interviews with the three firms on August 11, 2015. Based on the submitted proposals, demonstrated experience and formal interview presentations, the consensus of the evaluation panel was that Wallace and Associates Consulting was the most qualified firm. The consultant demonstrated experience conducting public works inspection with a vast group of inspection staff covering all aspects of construction inspection related to development. Staff reviewed the hourly rates schedule included as Exhibit “C” to the Professional Service Agreement and found the rates to be reasonable and comparable with the other proposers considered. A copy of Wallace and Associates Consulting’s proposal is included as Attachment 2.

Staff has prepared a proposed Agreement with Wallace and Associates Consulting. A copy of the proposed Agreement is included as Attachment 3. The important points for City Council consideration related to the Agreement include:

- Contract Sum: Section 2.1 “Maximum Contract Amount” reflects the “on-call” nature of the Agreement, in that there is no expressly defined scope of work or cost. This fact is reflected in Section 2.1 of the Agreement, which states:

*City and Consultant hereby acknowledge and agree that the scope of services required by this Agreement is subject to fluctuation due to factors controlling the pace of development within the City of Rialto beyond City’s control; and no guarantee of the extent and type of services required of Consultant under the terms of this Agreement is made by the City. The annual level of services required by this Agreement is unknown, and may significantly increase or decrease from year to year. In acknowledgement of the fact that the number and type of private land development projects requiring the Consultant’s services has not been identified for this contract, City and Consultant hereby acknowledge and agree that the “Maximum Contract Sum” shall not exceed the amount budgeted for services under this Agreement by the City Council notwithstanding the total collective sum of individual Purchase Orders issued to Consultant pursuant to and during the term of this Agreement. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference.*

- Contract Term: The proposed Agreement may extend to a maximum length of five years. Section 3.4 “Term” reflects an initial term of three years, with two one-year optional extensions, and states:

*Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years, with two one (1) year extensions upon completion of three years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).*

Currently, inspection services for private land development projects are conducted by Willdan Engineering.

#### ENVIRONMENTAL IMPACT:

The requested City Council action is not a “Project” as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

#### GENERAL PLAN CONSISTENCY:

The City of Rialto General Plan establishes various guiding principles, goals and objectives through which the City looks to improve the community and protect the quality of life for our residents. This action is consistent with Guiding Principle 3A in the General Plan:

*Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.*

Approval of the proposed Agreement with Wallace and Associates Consulting is consistent with the guiding principle to provide essential services to the community.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report and the professional services agreement.

**FINANCIAL IMPACT:**

The proposed agreement provides services to the City as an “on-call” agreement, and has no specific contract sum. The scope of services required by this Agreement will vary dependent upon the number and type of private land development projects, requiring Wallace and Associates Consulting’s construction management and inspection services as related to private land development projects. The annual level of “on-call” construction management and inspection services required by this Agreement is unknown, and may significantly increase or decrease from year to year.

Implementation of this Agreement will be on a “pass-through” basis, whereby the City will collect construction inspection fees from a developer sufficient to cover the inspection fees to be paid to Wallace and Associates Consulting. Upon receipt of payment from a developer, construction inspection revenues will be recognized in the General Fund Account No. 010-400-7262-7613 and 010-400-7262-7652, which will offset the expenditure for inspection services to be paid from the General Fund Account No. 010-500-7262-2011.

The City’s currently adopted schedule of fees for construction inspection services is identified in Table 1.

Fee Schedule  
Table 1

Type of Improvement	Value of Work	Inspection Fee:
Off-Site Improvements	Up to \$25,000	6% of Valuation
	\$25,000 - \$100,000	\$1,794.40 + 4% of the next \$75,000
	Over \$100,000	\$5,312.10 + 3% over \$100,000
On-Site Improvements	Up to \$25,000	6% of Valuation
	\$25,000 - \$100,000	\$2,021.30 + 4% of the next \$75,000
	Over \$100,000	\$5,983.90 + 3% over \$100,000
Fee is Based on Volume of Earthwork in Cubic Yards (CY)		
Grading Permit Inspection Fees	< 100 CY	\$178.20
	Up to 1,000 CY	\$178.20 + \$10.10 per 100 CY
	Up to 10,000 CY	\$273.30 + \$20.40 per 1000 CY
	Over 10,000 CY	\$1,354.70

Staff recommends that the City Council authorize Purchase Orders up to the cumulative amount of \$300,000 to be paid from the General Fund Account No. 010-500-7262-2011 for construction management and inspection services for private land development projects pursuant to the proposed Agreement with Wallace and Associates.

RECOMMENDATION:

Staff recommends that the City Council:

- Approve the Professional Services Agreement with Wallace and Associates for “On-Call” Public Works Construction Management and Inspection Services Related to Private Land Development Projects, as a multi-year agreement established with no maximum contract sum, consisting of an initial three-year term subject to two one-year extensions.
- Authorize Purchase Orders up to the cumulative amount of \$300,000 with Wallace and Associates Consulting for “On-Call” Public Works Construction Management and Inspection Services Related to Private Land Development Projects for the 2015/2016 fiscal year.



## Legislation Details (With Text)

File #: 15-117 Version: 1 Name: E.2  
Type: Resolution Status: Agenda Ready  
File created: 2/19/2015 In control: City Council  
On agenda: 3/10/2015 Final action:  
Title: Request City Council to Authorize the Release of Request for Proposals No. 15-055 for "On-Call" Inspection Services Associated with Private Land Development Projects.  
Sponsors:  
Indexes:  
Code sections:  
Attachments: [RFP 15-055 On Call Inspection Services Associated with Private Land Development](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting of March 10, 2015

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robb R. Steel, Assistant CA/Development Services Director

Request City Council to Authorize the Release of Request for Proposals No. 15-055 for "On-Call" Inspection Services Associated with Private Land Development Projects.

### BACKGROUND:

One of the important functions of the Public Works Department is to perform inspections related to City-approved private land development projects. In private land development projects, subsequent to the entitlement process, an owner or developer will engage its own engineering consultant to prepare the required improvement plans for on-site rough grading, precise grading/paving, on-site or off-site storm drainage improvements, public street improvements, traffic signal installation and other associated work. The City Engineer has the legal responsibility to review and approve these improvement plans, and to ensure that construction of the on-site and off-site improvements meets City standards, and completed in compliance with the City-approved plans.

### ANALYSIS/DISCUSSION:

Due to the number of Private Land Development Projects, the Public Works Department has an ongoing need for on-call professional assistance. Staff prepared a Request for Proposals No. 15-055 (the "RFP") to solicit proposals from professional firms to provide professional services for "On-Call" Inspection Services Associated with Private Land Development Projects to the City. The RFP is included as Attachment 1 .

The RFP identifies the following schedule for the process to select a consulting firm:

Notice requesting Proposals posted and issued . . . . . Thursday, March 12, 2015

Deadline for receipt of Questions . . . . . Monday, April 6, 2015, 3:00 P.M.  
Deadline for receipt of Proposals . . . . . Monday, April 13, 2015, 3:00 P.M.  
Short List/Interviews/Technical & Cost Proposals . . . . . to be determined  
Contract awarded by City Council . . . . . to be determined

The RFP will be advertised in the San Bernardino County Sun newspaper, posted on the City's website and distributed to various plan rooms throughout Southern California.

**ENVIRONMENTAL IMPACT:**

The requested City Council action is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

**GENERAL PLAN CONSISTENCY:**

This action is consistent with Guiding Principle 3A in the General Plan:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report and RFP No. 15-055.

**FINANCIAL IMPACT:**

Limited costs are associated with the release of the RFP, generally less than \$500 associated with publication of the Notice in local newspapers.

For Private Land Development Projects, the City will collect construction inspection fees from a developer sufficient to cover the inspection fees to be paid to the consultant. Upon receipt of payment from a developer, construction inspection revenues will be recognized in the General Fund Engineering Land Development Revenue Account No. 010-400-7262-7613, which will offset the expenditure for inspection services to be paid from the General Fund Engineering Land Development Account No. 010-500-7262-2011. The budget for the services will be included in the FY2015-2016 budget process.

**RECOMMENDATION:**

Staff recommends that the City Council approve Request for Proposals No. 15-055 for "On-Call" Inspection Services Associated with Private Land Development Projects and authorize its release to the public.



**CITY OF RIALTO, CA**  
**NOTICE FOR REQUEST FOR PROPOSALS (RFP) #15-055**  
**“ON-CALL” INSPECTION SERVICES FOR PRIVATE LAND DEVELOPMENT PROJECTS**

**NOTICE IS HEREBY GIVEN** that the City of Rialto is requesting proposals from qualified professional firms to provide the City with “on-call” construction management and inspection services associated with various private land development projects within the City of Rialto, (hereinafter the “Project”).

**PROJECT LOCATION:** Various locations within the City of Rialto.

**SCOPE OF SERVICES:** The scope of work will consist of providing “on-call” inspection services associated with private land development projects within the City of Rialto.

**OBTAINING RFP DOCUMENTS AND ADDENDA:** The RFP document may be downloaded via the internet at [www.rialtoca.gov](http://www.rialtoca.gov) (from the main page look for “Featured Resources” on the right hand side, go to “Bids/Proposals”), or at [www.rialtoca.gov/1458\\_1534.php](http://www.rialtoca.gov/1458_1534.php). Alternatively, you may contact the Purchasing Division at (909) 820-2539 or e-mail [purchasing@rialtoca.gov](mailto:purchasing@rialtoca.gov). Upon downloading the RFP via the internet, contact the Public Works Department, by e-mail at [bidinfo@rialtoca.gov](mailto:bidinfo@rialtoca.gov), or by phone at (909) 421-4999, to register as a firm interested in this project. Failure to register may result in not receiving addenda to the RFP.

**EVALUATION OF PROPOSALS AND AWARD OF CONTRACT:** This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **PRICE IS NOT EVALUATED AS PART OF THE EVALUATION CRITERIA.** The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Rialto City Council, at which time, price may be a criteria in the evaluation. The selected firm will be required to comply with all insurance and license requirements of the City.

**DEADLINE:** All proposals must be received in the Purchasing Division, 249 S. Willow Ave., Rialto, CA, 92376 by **3:00 P.M., MONDAY, APRIL 13, 2015**. The receiving time in the Purchasing Division will be the governing time for acceptability of Proposals. Telegraphic and telephonic Proposals will not be accepted. Reference the RFP document for additional dates and deadlines. Late proposals will not be accepted and shall be returned unopened.

**PROPOSALS TO REMAIN OPEN:** The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

Hector Gonzalez, P.E.  
Associate Civil Engineer  
March 11, 2015





**CITY OF RIALTO, CA  
REQUEST FOR PROPOSALS (RFP) 15-055  
“ON-CALL” INSPECTION SERVICES  
ASSOCIATED WITH PRIVATE LAND DEVELOPMENT PROJECTS**

Requests for Proposals (RFP #15-055), for “on-call” inspection services associated with private land development within the City of Rialto, (hereinafter the “RFP”) will be received at the City of Rialto Purchasing Division, 249 S. Willow Ave., Rialto, CA, 92376, until **3:00 P.M., MONDAY, APRIL 13, 2015**. It is the responsibility of the Proposer to see that any proposal sent through the mail, or any other delivery method, shall have sufficient time to be received by this specified date and time. The receiving time in the Purchasing Division will be the governing time for acceptability of submitted Proposals. Telegraphic, telephonic, faxed or emailed Proposals will not be accepted. Late Proposals will be returned unopened. Failure to register as a Respondent to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under “Obtaining RFP Documents”) may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. We **strongly advise** that interested firms officially register per the instructions.

**1. PURPOSE AND SCHEDULE:**

The City of Rialto is requesting proposals from qualified professional firms to provide the City with “on-call” inspection services associated with private land development projects, (hereinafter the “Project”). The selected firm will be expected to provide various professional services as necessary to provide inspection services for a variety of projects for the City.

**SCHEDULE:**

Notice requesting Proposals posted and issued ..... Thursday, March 12, 2015  
Deadline for receipt of Questions ..... Monday, April 6, 2015, 3:00 P.M.  
**Deadline for receipt of Proposals ..... Monday, April 13, 2015, 3:00 P.M.**  
Short List / Interviews/Technical & Cost Proposals ..... to be determined  
Contract awarded by City Council ..... to be determined

***NOTE: There will NOT be a pre-proposal conference for this procurement.***

***\*Dates above are subject to change.***

## **2. BACKGROUND:**

The City of Rialto currently performs inspections with staff, however, in anticipation of increased development occurring within the City of Rialto; it is the City's intention to secure an "on-call" construction inspection firm. The selected Consultant will provide necessary independent construction review and inspection of on-site and off-site improvements associated with private land development projects. The City intends to award one contract for "on-call" inspection services with an initial term of three years, with two one-year extensions upon approval of the City Engineer and mutual consent of the selected Consultant, for a total maximum term of five years.

The Public Works Department will be coordinating all public works inspections and work assigned through the resulting contract.

The fees currently charged by the City of Rialto for on-site and off-site public works inspections associated with private land development projects is related to the value of the work in accordance with the following formula:

### On-site

Under \$25,000: 6% of Valuation of Improvements

\$25,000 - \$100,000: \$1,981.70 + 4 % of Valuation over \$25,000

Over \$100,000: \$5,866.60 + 3 % of Valuation over \$100,000

### Off-site

Under \$25,000: 6% of Valuation of Improvements

\$25,000 - \$100,000: \$1,759.30 + 4 % of Valuation over \$25,000

Over \$100,000: \$5,208.00 + 3 % of Valuation over \$100,000

## **3. SCOPE OF WORK:**

The selected Consultant shall provide professional services for inspections related to various private land development projects. Appropriate inspection services shall be provided for review and approval of on-site and off-site improvements associated with private land development projects, including, but not limited to the following tasks: rough grading, street, sewer, water, storm drain, precise grading/paving, traffic signal, and traffic striping/signage.

The selected Consultant shall ensure all required improvements are constructed to appropriate standards and in accordance with the approved plans for the project. Construction management services associated with private land development projects shall be provided to the extent that changes to the approved plans are requested by the developer/owner and require review and approval by the City Engineer. Coordination of materials testing and inspection services shall also be provided with all costs associated with materials testing/inspection paid for by the developer or project owner.

The selected Consultant shall provide first class as-needed construction management and inspection services associated with various projects, including: street improvements, storm drainage improvements, traffic improvements, and facilities construction. More specifically, construction management services shall include, but are not limited to:

### Pre-Construction Phase:

1. Maintain a project schedule based on anticipated completion of construction.

### Construction Phase

1. Attend Pre-Construction meeting with general contractor and project stakeholders and present special concerns if any.
2. Provide and maintain sufficient field personnel to administer and manage construction contract.
3. Attend progress meetings to discuss contract issues, procedures, progress, problems, submittals, deficiencies and schedules.
4. Assist City in reviewing services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
5. Maintain a complete project filing system.
6. Photograph prior, during, and after construction.
7. Interpret plans, specifications and regulations and ensure that contractors are following the approved plans. Provide inspections to ensure projects are constructed according to project specifications.
8. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
9. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
10. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed as it relates to off-site Public Improvements.
11. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
12. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations.
13. Attend progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site.
14. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
15. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.
16. Observe construction safety, public safety and convenience, and report discovered problems to City.
17. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
18. The selected Consultant shall ensure approved Water Quality Management Plans (a "WQMP") are implemented accordingly. The selected Consultant shall verify the developer/owner has obtained clearance under the Statewide General Permit (currently: Board Order 2009-0009-DWQ General Permit No. CAS000002), and has been issued a Waste Discharge Identification Number (WDID#). The selected Consultant shall also confirm that all land development construction activities within the City of Rialto conform to requirements identified in the City's current National Pollutant Discharge Elimination System ("NPDES") Permit (currently: Board Order No. R8-2010-0036, NPDES No. CAS 618036). The selected Consultant shall review installation of all required storm water pollution control measures identified on the approved WQMP.
19. Coordinate submittal of as-built plans to City upon project completion.
20. Evaluate completion of work, prepare preliminary and final punch list and follow through with contractor until completion of all punch list items and compliance with conditions of approval for project.

21. Upon project completion, conduct final inspection and close-out encroachment and construction/excavation permits.

#### Post-Construction Phase

1. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.
2. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in project conditions of approval.
3. Deliver project files to City.

**Special Note:** It is the City Engineer's preference that the selected Consultant utilize existing office space in the Public Works Department office located at 335 West Rialto Avenue to maintain an office presence, with part-time attendance by the assigned Inspector(s). Throughout the assignment, the selected Consultant shall be expected to be available to meet, as necessary, with the Public Works Department to discuss assigned projects, review permits, and other requirements. Fees for the Consultant's time required to meet with City staff shall be included in the inspection fees charged by the Consultant. These fees will not be separately paid for outside of required inspections.

#### **4. PROPOSAL REQUIREMENTS:**

##### **General Requirements:**

The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement these services. The City of Rialto relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc. The City of Rialto will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of work identified in this RFP.

The proposal shall include the following relevant information:

- A discussion of previous on-call private land development inspection services experience.
- A discussion of experience with municipal government, private development, and civil engineering.
- A listing of the specific individuals who will be assigned to provide the requested services, including their experience and professional qualifications.
- A statement regarding the availability of qualified staff to provide required services.
- A discussion of, and response to, the following question:

What change, if any, would you suggest to the inspection permit fee to ensure all costs associated with on-call land development inspection services are adequately covered through permits issued to developers/owners?

**5. SELECTION PROCESS:** The City of Rialto is utilizing a Qualifications Based Selection process to select a firm to provide the services requested by this RFP. The City shall review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date. The format, selection criteria and date of the presentation will be established at the time of short listing. Preparation of proposals in reply to this RFP, and participation in any future presentation is at the sole expense of the firms responding to this RFP.

**6. PROPOSAL EVALUATION CRITERIA:** This solicitation has been developed in the "Request for Proposals" (RFP) format. Accordingly, firms should take note that the City will consider multiple criteria in selecting the most qualified firm. Consistent with Federal, State and local laws for the acquisition of professional services, price is **NOT** an evaluation criteria. Cost proposals submitted in separate sealed envelopes are not opened, nor considered during proposal evaluations. Upon selection of the most qualified firm, the associated cost proposal will be used as a basis for contract negotiations. A contract shall be negotiated on the basis of the submitted Cost Proposal, and in consideration of reasonable and mutually agreed project costs and time requirements. Should successful negotiations not occur with the highest ranked firm, the City may, at its sole discretion, choose to enter into negotiations with the second highest ranked firm, and so on.

**PRIOR CITY WORK:** If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. The Evaluation Committee may request, if desired by City, formal presentations/interviews from short listed firms at a future date of which the format and presentation evaluation criteria shall be provided at the time of short listing. **Participation in any phase of this RFP process, including the interview phase if conducted, is at the sole expense of the firms replying to this RFP.** The City shall NOT be responsible for any costs incurred by any firm in response to, or participation in, this RFP.

Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria:

**A. Project Understanding (25 POINTS):**

The firm's proposal adequately demonstrates an understanding of the Project and familiarity with public works construction issues within the Inland Empire; familiarity with "on-call" land development inspection services for a municipal government.

**Note:** Firms should not simply restate the information contained in this RFP; this evaluation criteria requires that the proposal identify "critical issues" to the Project, identify an approach to resolving any critical issues, and otherwise provide additional information regarding the Project which supports the firm's ability to perform if selected.

**B. Scope of Work (25 POINTS):**

Proposed scope of work, including the expected time commitment of key personnel, and their technical approach to land development inspection services.

**C. Staff Qualifications (25 POINTS):**

Qualifications of the staff assigned to manage and provide services related to the Project; and familiarity with construction issues within the Inland Empire; experience with “on-call” land development inspection services for a municipal government.

**Note:** This evaluation criteria requires that the proposal identify specific staff experience with “on-call” land development inspection services. Relevant experience must be demonstrated.

**D. Firm Qualifications (25 POINTS):**

Past experience with “on-call” land development inspection services for a municipal government.

**7. PROPOSAL CONTENTS:** Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The proposals must be in an 8 ½ X 11 format, may be no more than a total of forty (40) pages (sheets of paper, double sided is OK),** including an organization chart, staff resumes and appendices, and cover letter. **NOTE:** Dividers, attachments included in this RFP to be submitted with the proposal, and Addenda acknowledgments do NOT count toward the 40 page limit. Interested firms shall **submit EIGHT (8) copies (one marked “Original” plus seven copies)** of its proposal by the deadline.

All proposals shall be sealed within one package and be clearly marked, **“RFP #15-055, REQUESTS FOR PROPOSALS FOR “ON-CALL” INSPECTION SERVICES FOR PRIVATE LAND DEVELOPMENT PROJECTS** Within the sealed proposal package, the Cost Proposal shall be in a **separately sealed** envelope. **Proposals not meeting the above criteria may be found to be non-responsive.**

Each proposal package must include two separately sealed envelopes.

**Envelope #1, clearly marked “Work Proposal”, shall include the following items:**

- Completed Signature authorization and Addenda Acknowledgment (see **Attachment A**)
- Completed Debarment and Suspension Certificate (see **Attachment B**)
- Technical proposal – describe in detail your approach and understanding of all necessary tasks and steps involved in the project; include a list of deliverables
- Related Experience; include relevant experience date, name of agency, and reference name/contact information
- A compact disc (“CD”) containing the **Work Proposal** in both Microsoft Word (\*.doc) and Adobe Acrobat (\*.pdf) formats

**Envelope #2, clearly marked “Cost Proposal”, shall include the following item:**

- Cost proposal – provide a Cost Proposal that identifies the proposed fixed rates for review of all related plan check items; provide a schedule of hourly rates for various staff assigned to perform related services.
- **Do NOT include Attachments “A” or “B” in the Cost Proposal envelope.** Attachments “A” and “B” are to be included in Envelope #1, “Work Proposal”.

At a minimum, firms must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.

**SECTION A: PROJECT UNDERSTANDING**

**A.1** Without reciting the information regarding the Project verbatim as contained in this RFP, convey an understanding of the intent of the Project and an understanding of the City's expectations upon implementation of the Project.

**A.2** Identify "key" or "critical" issues that may be encountered on the Project based on the firm's prior experiences; provide steps to be taken to ensure the issues do not affect the successful delivery of the Project.

## **SECTION B: SCOPE OF WORK**

**B.1** Provide a detailed scope of work identifying all tasks and sub-tasks required to successfully perform inspection services for the construction phase of various land development Project. The outline of tasks and sub-tasks must be thorough and complete, and will be used as the scope of work included in the selected firm's contract.

**B.2** Identify how the firm will propose to budget and allocate resources to various private land development projects.

## **SECTION C: STAFF QUALIFICATIONS**

**C.1** List the name and qualifications of the key staff/team members that will be assigned to the Project. Provide detailed qualifications of the Project Manager that will be assigned to the Project.

**C.2** List specific and relevant experience for the key staff/team members assigned to the Project with "on-call" land development inspection services for a municipal government. Detailed project information, including dates project started and completed, local agency contact information, and other appropriate supporting information shall be provided.

**C.3** Explain the Project Manager's past experience with resolving disputes between the assigned Inspector and contractors. What is the firm's philosophy for minimizing the frequency of any disputes?

## **SECTION D: FIRM QUALIFICATIONS**

**D.1** List the firm's complete name, type of firm (individual, partnership, corporation or other), telephone number, FAX number, contact person and E-mail address. If a corporation, indicate the state the corporation was organized under.

**D.2** List the name and title of the firm's principal officers with the authority to bind your company in a contractual agreement.

**D.3** Describe the firm's background and qualifications in the type of effort that this project will require, specifically identifying experience with "on-call" land development inspection services for a municipal government.

**D.4** Indicate the name of any sub-consultant firms that will be utilized to make up your team. Describe each sub-consultant's background and specific expertise that they bring to the Project.

**D.5** Identify any prior local experience providing "on-call" land development inspection services to municipal governments.

**D.6** Specifically explain why the firm is the most qualified firm to provide “on-call” land development inspection services to the City of Rialto.

**DEADLINE FOR SUBMISSION OF PROPOSALS:** All proposals must be received in the City of Rialto, Division of Procurement and Contracting by **3:00 P.M., MONDAY, APRIL 6, 2015.** Proof of receipt before the deadline is a City of Rialto, Purchasing Division time/date stamp. It is the responsibility of the firms replying to this RFP to see that any proposal sent through the mail, or via any other delivery method, shall have sufficient time to be received by the Purchasing Division prior to the proposal due date and time. Late proposals will be returned to the firm unopened. **Proposals shall be clearly marked and identified and must be submitted to:**

City of Rialto  
Purchasing Division  
249 S. Willow Ave.  
Rialto, CA 92376  
**Attn: William Jernigan, Purchasing Manager**

**QUESTIONS:** Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below may be cause for rejection of a proposal.**

Any questions, technical or otherwise, pertaining to this RFP **must be submitted IN WRITING and directed ONLY to:**

City of Rialto Public Works Department  
335 W. Rialto Ave.  
Rialto, CA 92376  
**via FAX (909) 421-7210**  
or **via EMAIL:** [bidinfo@rialtoca.gov](mailto:bidinfo@rialtoca.gov)

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 3:00 P.M., Monday, April 6, 2015.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Purchasing Division will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

**FORM OF AGREEMENT:** The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Rialto in accordance with the standard Professional Services Agreement (see **Attachment 1**). Requested changes to the Professional Services Agreement may not be approved, and the selected firm must ensure that the attached document will be executed.

Failure or refusal to enter into an Agreement or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award.

**AWARD OF CONTRACT:** It is the City's intent to award a contract to the firm that can provide all of the services identified in the RFP document. ***However, the City reserves the right to award a contract to multiple Respondents or to a single Respondent, or to make no award, whichever is in the best interest of the City.*** It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award and a contract



has been negotiated and agendaized for consideration. The decision of the City Council will be final.

**RESPONSIBILITY OF PROPOSER:** All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

**PUBLIC RECORD:** All documents submitted in response to this solicitation will become the property of the City of Rialto and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially agendaized for City Council consideration, and/or following award of contract to a specific firm, if any, by the City Council.

**COST RELATED TO PROPOSAL PREPARATION:** The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, development of any technical proposal if requested, or any other aspects of the entire RFP process.

**BUSINESS LICENSE:** The selected firm will be required to be licensed in accordance with Title 5 of the City of Rialto Municipal Code, entitled "Business Licenses and Regulations".

**PROPOSAL INFORMALITIES OR DEFECTS:** The City of Rialto reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to seek new RFP's, as best serves the interests of the City.

**INVESTIGATIONS:** The City reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

**PROPOSALS TO REMAIN OPEN:** The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

**SIGNED PROPOSAL AND EXCEPTIONS:** Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. **Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be included in the proposal and clearly defined.** Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms or conditions may be considered in the evaluation process; however, the City makes no guarantee that any exceptions will be approved.

**ATTACHMENT "A"**

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED INSIDE ENVELOPE #1, "WORK PROPOSAL"\***

**REQUESTS FOR PROPOSALS (RFP) # 15-055  
"ON-CALL" INSPECTION SERVICES  
ASSOCIATED WITH PRIVATE LAND DEVELOPMENT PROJECTS  
SIGNATURE AUTHORIZATION**

PROPOSER: \_\_\_\_\_

- A. I hereby certify that I have the authority to submit this Proposal to the City of Rialto for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

\_\_\_\_\_  
SIGNATURE

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

\_\_\_\_\_ An individual;

\_\_\_\_\_ A partnership, Partners' names: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ A company;

\_\_\_\_\_ A corporation

2. My tax identification number is: \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

**In the space provided below, please acknowledge receipt of each Addenda:**

**Addendum(s) # \_\_\_\_\_ is/are hereby acknowledged.**

The "Business Concerns Information" sheet shall be included as part of Attachment "A".

### Attachment "A" - Business Concerns Information

The Proposer shall furnish the following information. Additional sheets may be attached, if necessary.

- (1) Name: \_\_\_\_\_
- (2) Address: \_\_\_\_\_
- (3) Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_
- (4) E-Mail: \_\_\_\_\_
- (5) Type of Firm: (Check all that apply)  
\_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation  
\_\_\_\_\_ Minority Business Enterprise (MBE) \_\_\_\_\_ Women Business Enterprise (WBE)  
\_\_\_\_\_ Small Disadvantaged Business (SDB) \_\_\_\_\_ Veteran Owned Business  
\_\_\_\_\_ Disabled Veteran Owned Business \_\_\_\_\_ Other
- (6) Business License: \_\_\_\_\_ Yes \_\_\_\_\_ No License Number: \_\_\_\_\_
- (7) Tax Identification Number: \_\_\_\_\_
- (8) Contractors License: State: \_\_\_\_\_ License No. : \_\_\_\_\_ Classification(s) \_\_\_\_\_
- (9) Names and Titles of all members of the firm:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (10) Number of years as a contractor in construction work of the type: \_\_\_\_\_
- (11) Three (3) projects of this type recently completed:  
Type of project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Type of project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Type of project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_
- (12) Person who inspected the site of the proposed work for your firm:  
Name: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

## ATTACHMENT "B"

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED INSIDE ENVELOPE #1, "WORK PROPOSAL"\***

**REQUESTS FOR PROPOSALS (RFP) # 15-055  
"ON-CALL" INSPECTION SERVICES  
ASSOCIATED WITH PRIVATE LAND DEVELOPMENT PROJECTS**

### **DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

Consultant Name: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

**ATTACHMENT 1**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**COPY OF CITY'S SAMPLE PROFESSIONAL SERVICES AGREEMENT  
FOLLOWS THIS PAGE**

**ATTACHMENT 1  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**\*\*\*\*\*SAMPLE CONTRACT\*\*\*\*\*  
SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO AND  
(NAME OF VENDOR)**

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this (Date) day of (Month), 2015 by and between the City of Rialto, a municipal corporation ("City"), and (Vendor Name), a (State) ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

**RECITALS**

A. City has sought, by issuance of a Request for Proposal or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this

## **ATTACHMENT 1 SAMPLE PROFESSIONAL SERVICES AGREEMENT**

Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

### **1.2 Consultant's Proposal.**

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents"), and the Scope of Services shall include Consultant's scope of work or Consultant's accepted bid proposal ("Accepted Bid"). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

### **1.3 Compliance with Law.**

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

### **1.4 Licenses, Permits, Fees, and Assessments.**

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

### **1.5 Familiarity with Work.**

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant

**ATTACHMENT 1**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

**1.6 Care of Work.**

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

**1.7 Prevailing Wages.**

Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *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. It is the understanding of City and Consultant that the Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. Contractor shall defend, indemnify, and hold 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.

**1.8 Further Responsibilities of Parties.**

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

**1.9 Additional Services.**

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars (\$15,000),



**ATTACHMENT 1**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

**1.10 Special Requirements.**

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

**ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed (Dollar Amount Written Out) Dollars (\$\_\_\_\_\_) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

**2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

**2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses

## **ATTACHMENT 1**

### **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

#### **2.4 Invoices.**

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

#### **2.5 No Waiver.**

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

### **ARTICLE 3. PERFORMANCE SCHEDULE**

#### **3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement.

#### **3.2 Schedule of Performance.**

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s)

**ATTACHMENT 1**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, pursuant to Section 1.9.

**3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

**4.1 Representatives and Personnel of Consultant.**

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

\_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

## **ATTACHMENT 1**

### **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

#### **4.2 Status of Consultant.**

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### **4.3 Contract Officer.**

The Contract Officer shall be the City Administrator or other such person designated by the City Administrator. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Administrator, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Contractor.**

## **ATTACHMENT 1**

### **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### **5.1 Insurance Coverages.**

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**5.2 General Insurance Requirements.**

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract

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Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

**5.3 Indemnification.**

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's

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reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

**5.4 Sufficiency of Insurer or Surety.**

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that



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the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

**ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

**6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

**6.2 Reports.**

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

**6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such

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completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

**6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1 California Law.**

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This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

#### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

#### **7.3 Retention of Funds.**

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

#### **7.4 Waiver.**

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not

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constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

#### 7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

#### 7.7 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Consultant and its sureties shall be liable for and shall pay to City the sum of (Written Out Dollar Amount) (\$\_\_\_\_\_) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

#### 7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as

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may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

**7.9 Termination for Default of Consultant.**

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

**7.10 Attorneys' Fees.**

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

**8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2 Conflict of Interest.**

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Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

#### **8.3 Covenant Against Discrimination.**

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

#### **8.4 Unauthorized Aliens.**

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

#### **9.1 Facilities and Equipment.**

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as

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desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

**9.2 Payment of Taxes.**

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

**9.3 Notices.**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City:           City of Rialto  
                              150 S. Palm Ave.  
                              Rialto, CA 92376  
                              Attn: City Administrator  
                              Tel: (909) 820-2525  
                              Fax: (909) 820-2527

With copy to:       Aleshire & Wynder, LLP  
                              18881 Von Karman Ave., Suite 1700  
                              Irvine, CA 92612  
                              Attn: Fred Galante, City Attorney  
                              Tel: (949) 223-1170  
                              Fax: (949) 223-1180

If to Consultant:   (NAME)  
                              (Address)  
                              Tel:  
                              Fax:

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With copy to: (NAME)  
(Address)  
Tel:  
Fax:

Either Party may change its address by notifying the other Party of the change of address in writing.

**9.4 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**9.5 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**9.6 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**9.7 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.8 Corporate Authority.**

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute



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and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY:**

CITY OF RIALTO, a municipal  
corporation

\_\_\_\_\_  
Deborah Robertson, Mayor

**ATTEST:**

\_\_\_\_\_  
Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Fred Galante, City Attorney

**CONSULTANT:**

**(CONSULTANT NAME)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Two signatures are required if a corporation.**

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**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following Services:**
- A.
  - B.
  - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
- A.
  - B.
  - C.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**
- A.
  - B.
  - C.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
- A.
  - B.
  - C.

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**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Standard Language)**

DRAFT

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**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following tasks at the following rates:**

**RATE TIME SUB-BUDGET**

<b>A.</b>	_____	_____	_____	_____
<b>B.</b>	_____	_____	_____	_____
<b>C.</b>	_____	_____	_____	_____
<b>D.</b>	_____	_____	_____	_____

**II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**

**IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
- B. Line items for all materials and equipment properly charged to the Services.**
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

**V. The total compensation for the Services shall not exceed \$\_\_\_\_\_ as provided in Section 2.1 of this Agreement.**

**VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney's office.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
  - A.**
  - B.**
  - C.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

*Proposal to provide On-Call Inspection Services Associated  
with Private Land Development Projects*

*To the **City of Rialto***

*Prepared by: **Wallace & Associates**, April 13, 2015*



**Wallace & Associates**  
consulting, inc.

*Dedicated to Providing  
Quality and Creating  
Value for our Clients*



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*Eight (8) printed and bound copies with one marked Original and (1) One Electronic Copy on CD in both Microsoft Word (.doc) and Adobe Acrobat PDF (.pdf) formats delivered to the City Hall:*

*Attn: William Jernigan, Purchasing Manager, City of Rialto, Division of Procurement and Contracting  
249 S. Willow Avenue, Rialto, CA 92376*

*To be delivered before 3:00 pm on Monday, April 13, 2015.*

*Company Rates provided in separate sealed envelope marked "Cost Proposal"*



April 13, 2015

Mr. William Jernigan  
Purchasing Manager  
City of Rialto  
Purchasing Division  
249 S. Willow Avenue  
Rialto, CA. 92376

**Subject: Proposal to provide " On-Call" Inspection Services Associated with Private Land Development Projects**

Dear Mr. Jernigan:

Wallace & Associates (W&A) is pleased to submit this proposal to provide Construction Inspection services to assist the City of Rialto in implementing its private land development construction program. These services are what we specialize in providing to cities and agencies in the Inland Empire. Consider the following benefits demonstrating why W&A is the best choice to be the City's Consultant Inspection Services provider:

**Local Experience Local Staff:** W&A is based in nearby Corona, with 90% of our staff inspectors residing in the Inland Empire. We also have strong professional relationships with local survey, materials testing and design firms in the Inland Empire. Although we are a small company, we have significant available resources in the Inland Empire and particularly in the area of inspection services for land development. W&A offers the City its local area experience starting with our **Project Manager, Carl Wallace, PE**, who has experience with the Cities of Murrieta, Corona, Lake Elsinore, Menifee, Temecula, San Bernardino, Desert Hot Springs, Cathedral City, Irvine, Manhattan Beach, Laguna Niguel and water districts including Rancho California, Mission Springs, Coachella Valley and Corona Department of Water and Power.

We propose experienced Inspectors who have expertise in both land development and capital projects for agencies. Our Inspectors include Ken Hauck, ACIA, Don Isom, QSP, Keith Barnett, Eric Maher, QSP, Doug Blois, PE, QSD, Tom Hall, Gordon Lewis, and Jeremy Wylie.

W&A Senior Inspector **Ken Hauck** has over 25 years of experience and is the Inland Empire ACIA chapter President. He is a registered inspector with ACIA and has a C-34 contractors' license. He recently was construction superintendant for Park West Company managing the \$30M regional Park project in Lake Forest. Ken has inspected numerous land development tract projects for the within the Riverside area. He resides in San Bernardino.

W&A Senior Inspector **Don Isom, QSP** has over 25 years of experience with capital and land development projects in Southern California. He is a qualified stormwater practitioner and is providing on-call stormwater compliance inspections city-wide for the City of Murrieta. He has worked on numerous water and wastewater projects throughout southern California. Don Resides in San Bernardino.

W&A senior inspector **Keith Barnett** has over 15 years of construction inspection and contracting experience. He previously worked for Riverside County for over five years providing land development inspection for the area that is now incorporated into the cities of Menifee and Wildomar. He provided land development and street superintendant services for the City of Menifee. He recently managed last years and the current years city-wide annual paving and slurry contracts (2013 - \$9M and 2014 \$5M) for the City of Irvine. He has been providing land development inspection for the massive Great Park development project including, grading, streets, flatwork, utilities, bridges, traffic signals, street lights, landscaping, drainage facilities and structures. Keith Resides in Riverside.

W&A Senior Inspector **Eric Maher, QSP** has over 20 years of land development and encroachment permit experience working for the City of Murrieta. He has managed their Stormwater inspection city wide in the past and resides in Menifee. He has experience in every aspect of land development work including checking deposit accounts and establishing inspection fee budget for the City.

W&A Senior Inspector **Doug Blois, PE, QSD** has over 28 years of construction and inspection experience. He has recent experience inspecting capital projects for the City of Manhattan Beach and development work for Corona and Beaumont Cherry Water District. He managed the design for a single to double check valve project for the Rancho California Water District and resides in Riverside. Doug would be our reviewer for stormwater plans. He can review permits, traffic control and shoring plans.

W&A Senior Inspector **Tom Hall** has over 27 years of land development experience working for the City of Corona as Supervising Senior Inspector. He has recent experience inspecting a major \$30M land development project for the Metro Center on Main Street. This work included mass grading, coordination with materials testing, storm drain, sewer, waterlines, utilities and flatwork. Tom Resides in Anaheim Hills.

**Gordon Lewis** has worked 15 years for Desert Water Agency as their supervising engineer in nearby Palm Springs and is a resident of Palm Desert. Gordon has been providing as-needed inspection support for the 91-Freeway Project, Coachella Valley Water District and the City of Corona. He has also recent Engineering & inspection experience for Indian Wells Country Club and Rancho La Quinta Country Club. He is very good with people and has a good balance of field and design expertise.

W&A Senior Inspector **Jeremy Wylie** is an electrician by trade and has worked for a contractor building solar fields. He has been performing inspection for CIP and Land development projects for the city of Irvine for the past 2 years. He has inspected Traffic Signals, streets, grading, storm drains and drainage structures, utilities, bridges, retaining walls, flatwork, landscaping and irrigation.

W&A and its staff have a successful track record of providing other On-Call services for public agencies including:

- City of Murrieta – On-Call PM / CIP, NPDES and Land Development Inspection Services
- City of Lake Elsinore – On-Call CIP Project Management Services / Development Inspection Services
- City of Irvine - On-Call Inspection Services for CIP and Land Development Projects
- City of Corona Dept of Public Works – On-Call Project Management and Encroachment Permit Services
- City of Indian Wells, FAMD 1 – On-Call Project Management , Engineering, and Inspection Services
- Rancho California Water District – On-Call PM/CM and Inspection Services for Land Development and CIP Projects
- Coachella Valley Water District – On-Call Inspection Services for Land Development and CIP Projects
- City of Menifee – On-Call Inspection Services/Street Superintendent/DBE and Labor Compliance
- City of Corona Dept of Public Works – On-Call Utility and Land Development Inspection Services
- City of Laguna Niguel – CM& Inspection \$5M Crown Valley Community Park and \$600k Salt Creek Trail Project
- City of Manhattan Beach – On-Call CM and Inspection Services for CIP projects
- City of Corona Dept of Water & Power – On-Call Construction Mgmt & Inspection Services

**Proven Record:** W&A offers the City a knowledgeable and diverse group of professionals with comprehensive backgrounds and proven records in providing a broad range of services in the area. We have a strong track record in delivering qualified staff and projects. W&A is currently providing these same services for other cities and agencies such as Coachella Valley Water District, Rancho California Water District, Cities of Murrieta, Lake Elsinore, Menifee, Indian Wells, Corona, Irvine, Laguna Niguel and Manhattan Beach.

**Low Cost Structure:** W&A was founded to address the rising cost of these services and the lack of quality sometimes provided by companies without expertise in this area. All government agencies have been hit very hard with the current economic difficulties faced by our country and our state. Both the public and private sector have been asked to reinvent themselves with a robust, cost effective approach to providing quality services and implementing capital programs for their citizens. The agencies must balance their ever decreasing revenue with the expenditures required to provide a continued high quality of life for the people of our state. Our company is here to help address this issue by providing high quality, local staff at a very cost effective rate structure.

Our philosophy is to provide high quality staff at a very low price to our clients. We have been successful in this approach with several cities and water districts in southern CA. We pay our team members higher wages and provide equal or better benefits than our competitors. In this way, we are assured to attract and retain the best team members. Because of our low overhead and ability to streamline our operations, we can provide services at a significantly lower multiplier than our competitors.

In summary, we are committed to bringing these benefits to all assignments for the City and working as an extension of the City staff. Regardless of how large or small your projects may be, we are eager to be part of the City's Consultant Team and to work with you and other staff regarding implementation. We provide qualified local staff that have the right expertise and will be there when they are needed. Our Project Manager through the selection process and also operationally will be Carl Wallace, PE. He can be reached at (951) 966-7774 or [carl@wallace-cm.com](mailto:carl@wallace-cm.com).

Our Proposal is valid for 120 days and W&A takes no exceptions to the standard contract sample agreement and insurance requirements. If you have questions about any of our services, please feel free to contact me directly at 858-414-4699 or [cathy@wallace-cm.com](mailto:cathy@wallace-cm.com). Thank you for reviewing our proposal and we look forward to working together in the future.

Respectfully submitted,

**Wallace & Associates Consulting, Inc.**

Cathy Wallace, SPHR  
President

Carl Wallace, PE  
Vice President Operations/ Project Manager

## Section 1 - Project Understanding

### City of Rialto - RFP No. 15-055 "On-Call" Inspection Services for Private Land Development Projects

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#### Project Understanding

**SCOPE UNDERSTANDING** - The City has over 100,000 residents and is growing. There are 15 new land development projects under review and the City is reviewing plans for tentative tract maps and developments slated to start over the next two years. To meet the need for this potential spike in development, the City has requested proposals from consultants to provide on-call land development inspection services. The projects will include tract and commercial projects throughout the City. Wallace & Associates (W&A) provides these same services for numerous clients and has a strong understanding of the staffing, scope of services, and duties to efficiently and effectively provide these services for the City of Rialto. The nature of the work is On-Call and W&A has a successful track record in providing these exact services. In summary, the City is looking for a company with significant land development inspection experience, highly qualified staff, flexible staffing solutions and consistency in the delivery of inspections and staffing solutions to assist the City in implementing its Land Development Program.

**STAFFING** - W&A was specifically formed to provide professional construction field services. A significant portion of our work, about two thirds, is comprised of construction inspection services. W&A not only has numerous inspectors available, but we maintain a certain number of experienced inspection staff who request only short duration or part time work assignments throughout the year to meet their individual needs. These highly professional employees (with typically 20+ years of inspection experience) comprise our inspection bench. The role of the "bench" members of our team is to complement our regular full time staff. This flexible workforce allows W&A to meet all of the City's inspection needs. A significant strength is our local experienced staff. We understand that the City requires responsible, qualified, available inspection staff familiar with development and City operations to support the anticipated growth of the City over the upcoming years.



**EXPERIENCE** - Rialto has a relatively small staff. For that reason, each member of the team - whether it is a City employee or a consultant brought in to fill a specific role - is critical to the successful completion of the City's capital and development programs. In essence there is no room for inexperience, low productivity or lack of training. Not only do we have technically qualified staff, with each having over 20 years of experience, you will find that the interpersonal skills and motivation of our staff to "do their best" for the City is a major reason agencies have selected W&A and continue to maintain our contracts year after year. We offer staff that have worked at cities and agencies, understand how to integrate with the team and to be proactive and effective participants in the implementation of the City's land development program.

**RESPONSIVENESS** - We have successfully provided staffing solutions for large and small projects. We have consistently provided top quality experienced staff to cities and agencies on very short notice (24 to 48 hours). We obviously would like as much notice as possible to provide solid staffing solutions, but the City staff can rest easy knowing that we can perform under all circumstances and with short notice.

**QUALIFICATIONS** - Rialto is looking for a high quality, cost effective provider of these services and W&A is the perfect solution. With limited resources, Rialto must be very cost conscious and zealously watch the budget. W&A is very cost effective and mindful of the budget on all of our projects. We believe W&A offers a perfect match to meet the City's needs. Our staff has numerous certifications related to land development inspection. Our proposed staff includes ACIA certified Inspectors, Inspectors with QSP certifications, Inspectors who previously worked as soil technicians and understand all of the testing requirements for mass grading and infrastructure work. We have staff with D-1, D-2, D-3, D-5, T-1 and T-3 certifications for water distribution and treatment. We also have staff that are Certified Cross Connection Specialists and NACE Certified Coating Inspectors who possess numerous concrete and asphalt Inspection certificates.

**DUTIES** - Rialto is looking for a company who understands the needs and requirements for tract and commercial land development. Our staff understands the need to be there at the right times when multiple projects are running. We are aware of the fast pace construction that can occur when private development is progressing and we understand the need for quality assurance for the construction of these facilities, as well as the amount of coordination required to eliminate rework and deliver a "built to last" project.

#### CRITICAL ISSUES

**Inspector Staffing** - One of the key areas for on-call assignments is placing the right employee for the assignment. Especially when there is part time work.... One of the worst matches is to place a staff member who wants to be full time on a part time assignment. We take all factors into consideration when each assignment comes up and put forth a thorough evaluation to match our client



## Section 1 - Project Understanding

### City of Rialto - RFP No. 15-055 "On-Call" Inspection Services for Private Land Development Projects

needs with our available staff. To that end, one of the critical tasks to accomplish on a regular basis is to be able to provide the right staff with the required experience when the client needs someone. We are constantly interviewing new staff in order to meet both W&A's and our clients' needs. We have been very successful in fulfilling our clients' needs in this area. Once the project is identified, we will select the inspector with the expertise and experience in the type of work involved in the project. The inspectors we have identified for Rialto's needs have strong land development experience and expertise. Our inspectors identified in the proposal all have the expertise to accomplish major infrastructure and large tract and commercial development projects. When requested, we would set up interviews and make sure the City is satisfied with our selection of staff for the intended project.

**Multiple Projects** - Development often occurs in concentrated areas for large tracts, but it can also be spread out across the boundaries of the City. Rialto is about 35 square miles and development will occur throughout that area; accurate scheduling will be critical. Our staff will coordinate with City management each day and review the known activities and their anticipated times. We will develop a work progress plan and schedule for their activities and progression of where they need to be throughout the day. As activities pick up we can plan for part time or day-to-day support if needed, as well as coordinate with City staff that may have availability at times to assist in covering the work. Prioritizing the work is also important, placing inspection of structures and buried infrastructure ahead of lesser important items of work. The key to dealing with multiple project locations is planning, coordination and constant communication with the field staff.

**Quality Assurance** - All work must be constructed in accordance with City, County and State standards. Knowing and being familiar with these standards is the foundation. Second is establishing a plan to visit the sites and witness that these standards are met throughout the construction of these facilities. Establishing a work schedule site-by-site plan for material testing and inspection needs to be created to assure compliance with these standards. Close communication and a "friendly but firm" working relation with the site superintendents is a key success factor.

**Coordination of Testing** - Please understand that W&A staff will not let the contractors put in place a substandard product. If essential work is put in place or buried and not witnessed then it will be reworked. Our staff will work with the materials testing firm and obtain all records and make sure that any failed tests are retested. In the end, records will show passing tests at any failed or retested location. This will be accomplished by using our testing logs and keeping track of these tasks on a regular basis.

**Communication** - In construction (or any type of management assignment) communication is key to the success of the project. W&A has developed a methodology for communicating and transmitting information for our projects. This includes establishing cloud share sites, Google Drive access, standardized forms and handwritten multi forms for field use. We use standard daily reports and load photos onto them. In addition to these systems, accurate and clear verbal communication remains one of the most important aspects on every project. We rigorously interview and hire staff with excellent communication and verbal skills. This sets the bar very high, but we have found these skills lead to the best possible outcomes for our clients. We pride ourselves in maintaining a professional and smooth operation throughout projects. When the inevitable conflict arises from time to time, our staff is well equipped to resolve the situation.



Corona Metro Center Project

## Section 2 – Scope of Work

### City of Rialto RFP No. 15-055 – “On-Call” Inspection Services Associated with Private Land Development Projects

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#### WORK PLAN

Management of any construction project requires a proactive approach with talented staff. W&A owes the successful completion of hundreds of client projects to our ability to find and maintain excellent professional staff, and our dedication to organization, documentation and the proactive management of the construction process. Our keen understanding of, and experience with, the public process and the public construction contract administration also results in a smoother project experience. Our team's experience and our proactive approach enable W&A to stay ahead of the contractor and maintain the project on track for successful completion, on time and within budget.

#### Management Approach

In providing Construction Inspection services our manager will coordinate with City staff to ensure that our staff has all the proper documents and equipment needed prior to the start of the assignment. W&A takes pride in our professional capabilities and providing our staff with the tools needed to do their job. We also know that our staff is often recognized as a representative of the City and they can be the first contact point on a project with a developer, a resident or a business owner. That is why W&A provides our staff with new, good quality professional work vehicles (all are white color) with clear W&A logo painted on the side, good ground clearance and even 4WD if needed. Because of our ongoing commitment to safety, our staff is equipped with new safety vests and hard hats. We have received very positive feedback from our clients who understand the importance of a professional image.

W&A' management plan is to provide the City with cost effective alternatives for project delivery through qualified staff with the right expertise for the proposed project. We want to get the project off to a good start and that starts with the right people. Many large companies can show a high number of successfully completed similar projects. But they are only as good as the staff that they are actually able to deliver to the project. We have an excellent track record in providing qualified staff and our manager Carl Wallace also has an excellent track record in this area with his previous companies prior to joining W&A. It is not easy to gain time once the construction phase begins, so we spend effort on the front end during preconstruction to assist the City and become an integral part of the project delivery team for each of our projects. We like to spend time up front to minimize delays and issues later on in the project; we do this through early collaboration prior to the start of the construction activities. The following activities are key to the start-up of most projects and we emphasize them as part of our management approach.

Prior to starting work our Project Manager will facilitate the collaboration with our Inspector and the Project Engineer for the City. Typical items to communicate include: Review of all plans, special provisions, construction and materials manual, and specifications that apply to the assigned project; review the day to day project responsibilities; review the content and format of the daily inspection reports for the project; review the required testing procedure and forms; and discuss roles and responsibilities regarding City procedures for notifications, changes, corrections, delays, rejections and tolerances.

#### General Scope of Services

Below is a detailed summary of W&A's approach to providing our construction inspection services to the City of Rialto. It should be noted that the approach detailed below is provided as an example for inspection services. The actual approach to each project would appropriately vary with the status, complexity and needs of the project assignment.

#### Scope of Work – Land Development Inspection Services

##### Pre-Construction Phase

**Preconstruction Conference:** W&A Inspector will attend the Pre-Construction Meeting. The Inspector can assist in notification to Contractor, utility agencies, and other stakeholders, and prepare the meeting agenda and minutes.

The agenda and minutes should include the following items, at a minimum:

- Introductions of key personnel
- City responsibilities
- Safety
- Project Overview
- Confirmation of fully-executed Contract Documents and Notice to Proceed
- Establishment of Contract Time and Completion Date
- Review of Working Day definition and holiday schedule
- Common overall project goals will be identified



## Section 2 – Scope of Work

### City of Rialto RFP No. 15-055 – “On-Call” Inspection Services Associated with Private Land Development Projects

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- Chain of communication and key contacts
- Public Relations
- The scope will be discussed and clearly defined
- Critical design elements, schedule and cost factors will be discussed
- Experience and key roles in the project will be discussed
- Past project experiences will be discussed to identify potential pitfalls
- Discussion of Master Schedule
- Sub-contracts
- Documentation and tracking controls
- Change order procedures
- Scope, schedule and cost change administration, notification requirements, and controls
- Submittal and RFI Process
- Identify long lead and any substitution and “or-equal” items and testing – review call-out requirements and deputy/special and testing requirements
- Review survey for consistency with the design
- Progress payment procedures
- Labor compliance
- Rights-of-way
- Easements and special access considerations
- Placement of signs
- Questions and answers
- Action item assignments

**Pre-Construction Documentation:** Our Inspector(s) will prepare files prior to start of work so that these are ready to go. They will also conduct pre-construction job site photo and/or video records of the project site prior to any work by the contractor. The inspector will notify the Contractor so that they can accompany the inspector at the same time to perform their own photo or video record as well.

**Start-Up Schedule:** The contractor should provide a schedule at the start of the project. The schedule should show enough detail to know when inspections need to take place to outline a rough inspection schedule for the work.

#### Construction Phase

**Daily Construction Observation Reports:** W&A Inspectors will compile daily observation reports documenting the contractor’s workforce, all materials and equipment used or idle, a summary of the construction operations, any field problems, any disputes or claims, resolutions of issues and information provided or written directives to the Contractor. Completed daily reports will be transmitted to the City on a weekly basis with originals filed and stored appropriately.

**Periodic Progress Reports:** W&A will prepare periodic reports with the Project Stakeholders. These reports are typically compiled monthly and can include the following information:

- Summarized report of construction activities including significant events and accomplished goals
- Construction observation reports
- Description of progress with photos to enhance the descriptions
- Description of equipment used
- Comparison of Actual vs. Planned Progress, in narrative and bar graph forms
- The latest detailed Four-Week Look Ahead Schedule submitted by the Contractor and reviewed by the CM
- Identification and discussion of current problems or pending change orders and actions taken or planned to resolve such issues
- Discussion of new short and long term goals for the project (lot releases, utility tie ins, completion to name a few)
- Comparison of Actual vs. Planned inspection budget expenditures
- Master Trend Log detailing potential and approved changes
- Report of progress payments made to date and invoices in process



## Section 2 – Scope of Work

### City of Rialto RFP No. 15-055 – “On-Call” Inspection Services Associated with Private Land Development Projects

- Labor Compliance Reports for Contractor and Subcontractor employees (if required)
- QA/QC prepared by the team addressing testing and regulatory compliance issues
- Analysis of change order impacts or potential problems on schedule and budget

**Submittal Processing:** The Inspector will obtain necessary submittals for compliance with the specifications for each project. He will maintain the current submittals for verification that work in the field in compliance with the approved submittals. All shop drawings, samples and other submittals received from the Contractor will be logged in and routed to the City and the designer. Responses will be logged in and transmitted to the Contractor. Submittals will be tracked throughout the project to ensure timely response in order to avoid Contractor claims for delay. All submittals will be expedited utilizing electronic delivery whenever possible (except for shop drawings, large format documents, etc.). Additionally, W&A will recommend key contractual requirements for the Contractor to clearly indicate submittal processing requirements in the project schedule. Submittal comments will be monitored to identify potential impacts to quality, cost or schedule, with recommended alternatives and/or solutions.



**RFI's:** Upon receipt, the Inspector will log, distribute and respond to each Request for Information (RFI) as required. It is anticipated that most will be handled upon receipt. However, in the event that the design engineer or the City staff is required to answer questions, the Inspector will coordinate a timely resolution. W&A will identify potential impacts to cost or time that may result due to issues identified in RFI's, with recommended alternatives or solutions to mitigate the potential impacts.

**Weekly Statement of Working Days:** When applicable the W&A Inspector will prepare a weekly statement of working days documenting the construction progress, time of completion, delays and time extensions, and submit to Contractor and the City on a weekly basis. The weekly statement of working days is typically discussed and agreed upon at each progress meeting and transmitted as an attachment to the minutes.

**Problems and Solutions:** The W&A proactive approach serves to anticipate and expeditiously resolve field problems. Our team is well trained in problem solving. All issues are processed with a sense of urgency and presented to the City with suggested alternatives, cost and schedule impacts and recommended solutions. The W&A inspection staff will quickly implement the alternative that suits the best interests of the project and the City. W&A will effectively and expeditiously communicate with City staff, Design Consultants and the Contractor to identify conflicts construction problems, coordination issues, and will obtain the needed action and response to submittals and RFI's.

**Project Controls:** Complete and current project files will be kept at the job site, or at a location agreeable to the City, and will be available to the City at all times. Our inspection staff may or may not have the role of fulfilling these requirements for the project. These files will consist of the contract, correspondence relating to or modifying the contract, proposal requests, clarifications, permits, logs, reports, RFI's, field orders, change orders, claims inspection reports, test reports, etc. The W&A team will prepare a detailed file indexing system for all project hard files, and we would offer an industry standard system for contract administration for logging and tracking of critical issues, change management, RFI's, submittals, digital data and scanned documents. W&A can use City standard or customized forms. We will adapt our system to the specific needs of the project, to monitor, track and control the project. This detailed tracking system will enable us to provide an accurate assessment of the progress to the City with recommendations to maintain or improve adherence to the approved project schedule. We can also track site environmental mitigation measures and compliance issues that may be required for bonding and fund reimbursement.

**Schedule Review:** W&A is very familiar with all of the mainstream scheduling software used by the public works contracting industry including, but not limited to, Primavera P3® Suretrak® and Microsoft Project®. The W&A Inspector will review the baseline construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-times. The CM team will evaluate the baseline project schedule for the following:

- Consistency with the contract schedule (completion within the contract time)
- Accurate start dates, completion dates, other dates detailed in the contract
- Any impacts of weather and change orders
- Sufficient detail – including submittal process and procurement requirements
- Sequence of construction and correct schedule logic
- Identification of the critical path and project float



## Section 2 – Scope of Work

### City of Rialto RFP No. 15-055 – “On-Call” Inspection Services Associated with Private Land Development Projects

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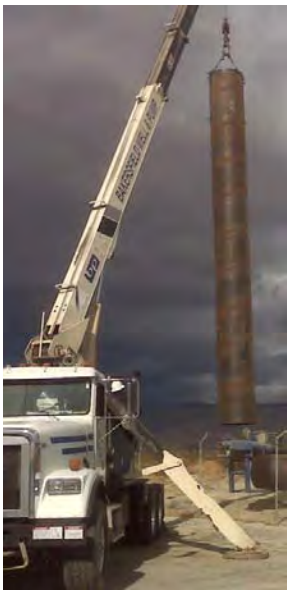
The schedule will not be approved as the baseline until all discrepancies are resolved.

**Schedule Control:** During the progress of construction, the W&A team will compare the Contractor’s schedule updates to the baseline schedule and any approved time extensions, note any shortcomings and monitor and track corrections by the Contractor to keep the project schedule on track. A four-week “look-ahead” schedule will be requested from the Contractor, updated weekly and presented at the weekly construction progress meetings. This tool will keep the entire team looking one month ahead of the project and will facilitate proactive handling of project activities and issues. This will be used to update our inspection schedule as needed.

**Photographs:** Prepare and maintain an electronic photo journal documenting the construction progress. Photos will be taken before construction begins, during construction and upon completion of the project. Photos will be taken so as to show location and landmarks as needed for future identification. Inspector will download, label and organize photo records for ease of use when turned over to the City at the end of the project.

**Contract Conformance:** W&A Inspector(s) will visit the site during the normal working hours (and when critical activities warrant it) to verify construction progress and to verify that all work conforms to contract requirements. Deputy and special inspection and materials sampling and testing will be coordinated and provided as required by the final plans and specifications. W&A will reject work that does not conform to the requirements of the contract documents and will promptly report unacceptable work to the City and Contractor. Rejected work will be thoroughly documented, photographed, and tracked until repaired or replaced to the satisfaction of the City.

**Coordination with City:** W&A will closely monitor the work of the Contractor. The Contractor will be required to submit a four-week look ahead of schedule at the weekly meetings. This is a very effective tool in helping to coordinate the construction operation, particularly in relation to any interface operations with the City’s activities. W&A will assist the City to minimize disruption to both City and construction operations.



**Safe Conditions:** W&A will monitor project work and adjacent areas for unsafe conditions, promptly require corrective measures to be addressed by the Contractor in compliance with the contract documents and report such issues and corrective measures taken to the City.

**SWPPP:** W&A QSD staff will check that each project is loaded on the state database and that the project complies with the approved WQMP. W&A will enforce all provisions of the Plan and/or other requirements set forth in the specifications. W&A staff is well versed in NPDES monitoring through provision of dedicated services for oversight of developers and contractors on behalf of several public agencies. In addition, our QSP staff will prepare and execute the necessary reporting when required, or on a spot basis to existing projects. At a minimum, NPDES requirements will be monitored and a specific Checklist will be compiled. Any deficiencies noted will be addressed with the Contractor for immediate remedy. In the event that inclement weather is forecasted, a site walk will be conducted to ensure that approved BMP’s and mitigation measures included in the approved plan are in place and well maintained.

**Materials and Workmanship:** W&A will recommend approval of materials and workmanship that meet the contract requirements, in coordination with the authority of the consulting engineer, architect, fire inspector, deputy inspector, or other authorized representative or regulatory authorities having jurisdiction.

**Documentation Interpretation and Technical Assistance:** W&A will perform the coordination and expediting between the contractor, design team and City staff to clarify any questions for interpretation of the construction documents. Timely, firm and fair determinations will be processed to minimize any cost and time impacts.

**QA/QC:** W&A will enforce the Quality Assurance plan, in conformance with the City’s Quality Assurance Manual, or as developed by W&A and the City for the specific needs of the project. W&A will perform and/or coordinate QA/QC activities on a daily basis and review activities as they happen, to make sure that QA/QC procedures are followed and deficiencies are resolved in a timely and efficient manner. The Inspector will maintain a chronological log of all records.

**Special, Deputy and Soils Inspection and Materials Testing:** W&A has a working relationship with most of the local soils, deputy inspection and material testing firms. Upon determination of the specific, deputy and soils inspection and testing requirements, W&A will develop the required scope of services and engage the necessary services for the QC on the project. Our Inspector will work closely and can coordinate the request for these services and help develop the testing plan and manage its implementation.



## Section 2 – Scope of Work

### City of Rialto RFP No. 15-055 – “On-Call” Inspection Services Associated with Private Land Development Projects

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**Testing and Observations:** The W&A Inspector will coordinate laboratory, jobsite, offsite testing of construction materials and required observations per construction documents, construction codes, and jurisdictional agencies. W&A will implement established procedures for testing as required per the construction documents. The Inspector will monitor testing services, track documentation and record testing results in weekly construction progress meetings. When necessary, corrective measures will be implemented and re-inspected to verify acceptable completion. W&A can schedule and arrange for quality assurance materials testing to verify compliance of the work with the contract documents. We will review test reports submitted by others to substantiate compliance and ensure that Certificates of Compliance or source release tags are furnished by the Contractor along with the applicable delivered materials at the project site.

**Change Orders:** W&A will establish, implement, and coordinate systems for processing all contract change orders. Each issue, which is identified as a potential change to the design, scope, cost or contract time, will generate a change notice. The Inspector will determine whether or not a change notice should be considered. The plans and specifications will be reviewed against the change notice. If the issue does not appear to be included in the plans or specifications, a Request for Quotation (RFQ) will be sent to the Contractor. Any credits for work deleted as a result of the change will be required at this time as well. The Contractor's response to the RFQ will be evaluated for reasonableness and completeness. The Inspector will maintain a Trend Log, listing potential changes as identified, either formally or informally. This Trend Log will be used so that potential change items are not overlooked or deferred until the end of the job. W&A will prepare independent cost estimates as required for contract change orders. Upon approval by the City, the Inspector will prepare, log and process change orders for full execution, and administer their implementation. Once fully executed, the Inspection Team will review the timely completion of the work and coordinate inclusion of the change order in the appropriate payment application.



**Daily Extra Work Reports:** W&A Inspectors will verify and sign the Contractor's daily extra work reports documenting force account (time and materials) work. In particular, W&A will monitor that only appropriate worker classifications necessary for approved time and materials work are included on extra work reports. Any inappropriate workforce and/or equipment charges will be promptly rejected and removed from extra work reports.

**Progress Payment Processing:** A cost control system, based on the Contractor's schedule of values, approved change orders and the contract amount, will be developed and implemented to monitor progress costs. Monthly cost reports will be submitted to the City as a component of the Periodic Progress Report.

W&A Inspectors will review the payment applications submitted by the Contractor and determine whether the amount requested reflects the progress of the Contractor's work. Appropriate adjustments to each payment application will be required by the contractor. When the payment application has been checked it will be presented to the City for processing.

**Construction Meetings, Schedule and Field Meetings:** The following meetings will be held on site:

Periodic Progress Meetings will be held with agencies; design team and staff to discuss all data included in the periodic progress reports and will focus on the following items:

- Progress during the period
- Major decisions made
- Planned vs. actual schedule
- Upcoming work schedule
- Current or unresolved problems
- Anticipated or pending change orders
- Impacts of problems or change orders on schedule and budget
- Discussion of new goals
- Planned vs. actual budget analysis

Weekly Progress Meetings will be mandatory for the Contractor and staff, and optional or on an as-needed basis for City and design team staff. All parties are always invited to attend in person or via remote access. Meeting minutes are distributed to all team members whether in attendance or not. Discussions will focus on the following items:

- Contractor's detailed four-week look-ahead schedule
- Progress and major decisions during the last week
- Update of unresolved items from previous meetings

## Section 2 – Scope of Work

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#### ➤ Status of submittals and change orders

Special Meetings will be scheduled as needed to discuss important issues or which require detailed discussion or review of plans and specifications. These meetings will follow the weekly meeting to reduce trips, if issues are not urgent.

Our Construction Manager/Inspector would attend these meetings with the City, Developer and other stakeholders.

**Written Instruction:** W&A will issue written instructions to the contractor regarding routine matters and/or follow-up of verbal instructions as necessary to properly document project issues. Our Inspectors have speed memo forms to document any issue and immediately provide a copy to the Contractor.

**Plans, Specs and As-Built:** W&A will periodically review the Contractor's as-built updates on the approved job plan set, identify missing items, and require the Contractor to keep as-built records up to date throughout the project. At the City's option W&A will keep its own set of as-built plans, which will note the location of subsurface utilities encountered and/or installed, identify where any design or field changes were required (utilizing the corresponding RFI and/or change order numbers), and note the location of critical building components that are covered by finish work. At the end of the project the final as-built plans are submitted to the City within thirty (30) days of construction completion.

**Pre-Final Inspection:** The Construction Manager and Inspector will perform the final job walk and prepare the punch list (deficiency list). W&A will coordinate and observe the completion of required corrections. Should the Contractor lag on a portion of the completion of project work, W&A will estimate the value of the incomplete items and recommend specific retention amount in accordance with the contract to preserve the City's financial interest. If necessary, a change order will be recommended for approval for completion of the remaining work so that the City may file the notice of completion and start the time after which stop notices and/or claims are no longer valid.

#### Post-Construction Phase

**Final Inspection:** All corrections must be made before W&A recommends processing of the “Notice of Completion.” W&A is noted for our attention to detail. Upon completion of the punch-list and final sign-off by all project stakeholders, W&A will make a recommendation to City regarding the Contractor's final progress payment request and prepare a final progress payment report for submission to the City.

**Plant Establishment Period:** W&A inspector will provide periodic maintenance inspections as specified. Any plant material not thriving will be recommended to be replaced per the contract provisions and new maintenance will be established. Irrigation system coverage and watering times will also be checked and, if any modifications are required, these will be updated in the operations and maintenance manuals for the system prior to acceptance of the maintenance period and turnover of the system to City Maintenance and operations staff.

**Delivery of As-Built and close-out documents:** W&A will review “as-constructed” plans and prepare “as-constructed” reports. W&A will assist the Contractor in maintaining a field set of “as-constructed” plans to be updated daily and delivered to the City upon project completion. W&A will continually document changed field conditions and not rely on the Contractor to document “as-constructed” conditions. The CM will report and photograph field condition changes; the CM will document and keep these “as-constructed” conditions on plans in his office. W&A will review the Contractor's submittal of “as-constructed” conditions and compare this submittal to W&A's own documentation. Discrepancies will be discussed, resolved and recorded. Completed “as-constructed” plans will be submitted to the City.

W&A will enforce the provisions of the specifications to require the Contractor to submit well coordinated operations and maintenance manuals, warranties and guarantees, bonds, extra stock and/or other items required by the contract documents such that a timely close-out of the project is implemented. W&A will perform closeout duties including final organization of project files and submit to the City for final approval, and assist with the filing of the notice of completion and release of retention

**Bond Release:** - After all requirements have been met the Inspector will sign off on the appropriate form to recommend approval to recommend release of bond funds.

**Post Construction Support:** W&A can assist the City with resolution of post-construction issues such as user department inquiries and issues, resolution of stop notices or notices from the labor commissioner, etc., on a time and materials basis upon the City's request.

**Operations and Maintenance Manuals:** If the project includes items that require an operations and maintenance manual, our Inspector will make sure that these items are submitted and that any training would take place prior to relief from maintenance and acceptance of the work.

## Section 2 – Scope of Work

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### BUDGETING AND ALLOCATING RESOURCES

W&A has significant experience in providing land development inspection. Our Project Manager will work with the City staff on developing a budget based upon the city’s criteria. We will review major elements of the project and present an anticipated budget. We will then review the budget comparison to the allocation and review where best to spend the time on each project. Our goal will be to integrate out time to meet the established budget.

The inspection fee table provided in the RFP by the City of Rialto a typical method. The RFP suggests a recommendation of how the City can guarantee recouping the inspection costs. An alternative and easier method is to use a deposit account and request additional funds if needed; this method guarantees that the City will be reimbursed by the developer for all inspection costs. Often developers dislike the deposit method, as they are unable to budget these inspection costs for the project. But the goal would be to only charge what is necessary and to justify the hours through daily reporting to the City and, in turn, to the developer. If there is an overrun for the inspection costs, we would have a record of time and activities to justify the additional time and the reason for being there.

#### Examples:

In the [City of Murrieta](#) there is a schedule similar to Rialto’s existing schedule, with more specifics based upon the type of activity. I have attached it for your reference. *(It is not included in our proposal page count as it just a reference)*

At the [City of Corona](#) the Deposit account method is used where inspection costs are collected as a pass through of the hours billed by the inspection firms with approximately a 10% markup.

### COMPANY CAPABILITIES

W&A has significant capabilities and deep experience in providing inspection services to cities for this type of project. Most of our work consists of doing exactly what is requested in the RFP; currently we are performing these same services for almost all of our clients. Although we are a relatively small company, we have significant resources in the area of construction management and inspection services. With 25 regular staff and another 8 part time staff, we have more resources than many significantly larger firms that offer a variety of individualized services in this area. Our business model is to specialize and be the experts in our area of construction phase services. You will see in the proposal **Section 4 – Firm Qualifications**, that we have tremendous capabilities in successfully performing these services. We invite you to contact our references and satisfy yourself that Wallace & Associates is the best firm to provide Construction Inspection Services to the City of Rialto.



## Section 3 – Staff Qualifications

*City of Rialto RFP 15-055 On-Call Inspection Services associated with Private Land Development Projects*

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### Wallace & Associates Team

W&A offers the City of Rialto a team of expert individuals with the specific qualifications and recent experience needed for possible project assignments through its development program. In staffing our team, we have assigned key personnel within the firm who have proven track records in successfully delivering these services. The following are a few examples of the clients for which our staff's has provided relevant construction inspection services. **Our proposed team members for this project are highlighted in bold, green print for ease of identification.**

City of Murrieta (**Carl Wallace, PE** | Ken Burris | **Eric Maher, QSP** | **Don Isom, QSP** | Mike Payment, ACIA | **Phil Fikes** | **Heidi Nesper**)

City of Corona, DWP & Public Works(**Carl Wallace, PE** | **Peter Ramey, PE** | Ken Cope | Bob Peters | **Phil Fikes** | **Gordon Lewis** | **Tom Hall** | **Chuck Larson** | **John Reidinger** | **Cooly Smith** | Mike Payment, ACIA | **Doug Blois, PE, QSP, QSD** | **Heidi Nesper**)

City of Lake Elsinore (**Carl Wallace, PE** | **Peter Ramey, PE** | **Ken Hauck, ACIA** | **John Reidinger** | Mike Payment, ACIA | **Heidi Nesper**)

City of Irvine (**Carl Wallace, PE** | Bob Peters | **Keith Barnett** | Marc Laroche | **Jeremy Wylie**)

City of Menifee (**Carl Wallace, PE** | **Keith Barnett** | Marc Laroche | Tim Stanley | Joe Ruzicka | Rusty Beardsley, TE)

Rancho California Water District (**Carl Wallace, PE** | Ken Cope | **David Hatcher** | **Don Isom, QSP** | Buddy Jones | **Cooly Smith** | **Doug Blois, PE, QSP, QSD** | **Phil Fikes** | Kathy Keating | **Heidi Nesper**)

City of Indian Wells (**Carl Wallace, PE** | **David Hatcher** | **Heidi Nesper** | Peter Ramey, PE | **Gordon Lewis** | **Doug Blois, PE, QSD** | Derrick Watkins)

Coachella Valley Water District (**Carl Wallace, PE** | **Phil Fikes** | **David Hatcher** | Mike Payment | **Doug Blois, PE, QSP, QSD** | **Gordon Lewis, PE (ret)** | **Heidi Nesper**)

City of Manhattan Beach (**Carl Wallace, PE** | **John Reidinger** | **Don Isom, QSP** | **Eric Maher, QSP** | Joe Ruzicka, QSP | **Tom Mitchell** | **Heidi Nesper**)

Parsons Engineering, Highway 91 Design Build Team (**Carl Wallace, PE** | **Phil Fikes** | **Chuck Larson** | **Tom Mitchell** | **David Hatcher** | **Cooly Smith** | **Gordon Lewis, PE (ret)** | **Heidi Nesper**)

City of Laguna Niguel (**Carl Wallace, PE** | **John Reidinger** | George Hartmann, PE | Peter Ramey, PE | **Don Isom, QSP** | **Heidi Nesper**)

California American Water Company (**Carl Wallace, PE** | **Phil Fikes**)

The result is a team with precisely the expertise needed to solve the particular issues of each type of project, and the experience to deliver trouble-free results.

### KEY MANAGEMENT STAFF

**W&A Project Manager** - **Carl Wallace, PE**, will be the **Project Manager** and primary contact person to the City. Mr. Wallace has over 25 years of experience in managing large-scale construction programs for various public entities with significant success managing multi-million dollar programs and projects during design and construction phases. His responsibilities have included managing capital construction programs and projects valued at over \$500 million. His duties have included directing large teams of employees, consultants and client personnel, developing programmatic contract documents, procedural manuals and quality assurance programs, soliciting, evaluating, engaging services and managing consultants for public relations, right-of-way acquisition, design, survey, labor compliance, safety monitoring, testing, inspection, resident engineering and other related services, and personally performed these same duties for key projects, while managing schedule, budget, public relations, safety, client communications, council/board reports and communications and critical issues. Mr. Wallace has successfully delivered Project Management, Construction Management and Inspection services and has managed our staff to provide these services for a variety of clients in Southern California. Carl is currently managing similar contracts for the Cities of Murrieta, Lake Elsinore, Corona, Manhattan Beach, Irvine, Menifee, Coachella Valley Water District, Rancho California Water District, and has previously managed similar work for the El Toro Water District, Irvine Ranch Water District, City of La Quinta, Caltrans District 9/10, Anaheim, Manhattan Beach, Corona, Indian Wells, Mission Springs Water District, Rancho Santa Margarita, Los Angeles, Long Beach, San Clemente, Solana Beach, Carlsbad, Santa Monica, Lake Forest, Upland, Oxnard, Town of Mammoth Lakes, County of San Bernardino and LA County.

**W&A Stormwater Manager** - **Doug Blois, PE, QSP, QSD** is our Stormwater/NPDES compliance Manager. Doug is an experienced construction manager and project manager and can perform trench shoring plans, traffic control plans, storm water



## Section 3 – Staff Qualifications

### *City of Rialto RFP 15-055 On-Call Inspection Services associated with Private Land Development Projects*

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plans and project documentation while also performing management of projects. He would perform any NPDES management and permit checking as well as making sure that the projects are uploaded to the state web site prior to start of work. Doug has extensive construction experience and expertise as he was previously a licensed contractor having managed and operated a pipeline and roadway construction company for 20 years. Doug is also one of our proposed inspectors. He has recent experience inspecting capital projects for the City of Manhattan Beach and development work for Corona and Beaumont Cherry Water District. He managed the design for a single to double check valve project for the Rancho California Water District and resides in Riverside. Doug would be our reviewer for stormwater plans. He can review permits, traffic control plans and shoring plans. (Please note that Doug is also our Storm water Manager)

W&A offers **Peter Ramey, PE** as a resource available for plan checking, submittal review and support for in house project managers. Peter is a registered Civil Engineer with local project experience in Corona, Moreno Valley, Indian Wells, Manhattan Beach, Laguna Niguel and Lake Elsinore while also bringing major utility project experience with 10 years at Los Angeles Department of Water and Power.

### PROPOSED INSPECTION STAFF

We propose experienced Inspectors who have expertise in both land development and capital projects for agencies. Our Inspectors include **Ken Hauck, ACIA, Don Isom, QSP, Keith Barnett, Eric Maher, QSP, Doug Blois, PE, QSD, Tom Hall, Gordon Lewis, and Jeremy Wylie.**

W&A Senior Inspector **Ken Hauck** has over 25 years of experience and is the Inland Empire ACIA chapter President. He is a registered inspector with ACIA and has a C-34 contractors' license. He recently was construction superintendant for Park West Company managing the \$30M regional Park project in Lake Forest. Ken has inspected numerous land development tract projects for the within the Riverside area. He resides in San Bernardino.

W&A Senior Inspector **Don Isom, QSP** has over 25 years of experience with capital and land development projects in Southern California. He is a qualified stormwater practitioner and is providing on-call stormwater compliance inspections city-wide for the City of Murrieta. He has worked on numerous water and wastewater projects throughout southern California. Don Resides in San Bernardino.

W&A senior inspector **Keith Barnett** has over 15 years of construction inspection and contracting experience. He previously worked for Riverside County for over five years providing land development inspection for the area that is now incorporated into the cities of Menifee and Wildomar. He provided land development and street superintendant services for the City of Menifee. He recently managed last years and the current years city-wide annual paving and slurry contracts (2013 - \$9M and 2014 \$5M) for the City of Irvine. He has been providing land development inspection for the massive Great Park development project including, grading, streets, flatwork, utilities, bridges, traffic signals, street lights, landscaping, drainage facilities and structures. Keith Resides in Riverside.

W&A Senior Inspector **Eric Maher, QSP** has over 20 years of land development and encroachment permit experience working for the City of Murrieta. He has managed their Stormwater inspection city wide in the past and resides in Menifee. He has experience in every aspect of land development work including checking deposit accounts and establishing inspection fee budget for the City.

W&A Senior Inspector **Tom Hall** has over 27 years of land development experience working for the City of Corona as Supervising Senior Inspector. He has recent experience inspecting a major \$30M land development project for the Metro Center on Main Street. This work included mass grading, coordination with materials testing, storm drain, sewer, waterlines, utilities and flatwork. Tom Resides in Anaheim Hills.

**Gordon Lewis** has worked 15 years for Desert Water Agency as their supervising engineer in nearby Palm Springs and is a resident of Palm Desert. Gordon has been providing as-needed inspection support for the 91-Freeway Project, Coachella Valley Water District and the City of Corona. He has also recent Engineering and inspection experience for Indian Wells Country Club and Rancho La Quinta Country Club. He is very good with people and has a good balance of field and design expertise.

W&A Senior Inspector **Jeremy Wylie** is an electrician by trade and has worked for a contractor building solar fields. He has been performing inspection for CIP and Land development projects for the city of Irvine for the past 2 years. He has inspected Traffic Signals, streets, grading, storm drains and drainage structures, utilities, bridges, retaining walls, flatwork, landscaping and irrigation.

Our project administrator, **Heidi Nesper** will coordinate the project paperwork and prepare the monthly reports that go along with our invoices as she does for all our other clients. She also recently attended SWPPP and Prevailing Wage training in April and May respectively.

## Section 3 – Staff Qualifications

### City of Rialto RFP 15-055 On-Call Inspection Services associated with Private Land Development Projects

**Key Staff/Qualified Staff** – In addition to our proposed staff to the City of Rialto we show on the following page additional experienced local inspectors with Land Development experience in the following table and structured as shown in our organization chart.

#### Staff Expertise and Experience Matrix

Our management staff is available to support our clients in implementing their capital program. In addition we have a team of inspectors available to staff the projects on a 24 hour notice. Staff shown highlights our team's Specific Project Experience. We have also included staff that is available to us on an As-needed Basis. **Key Staff are in Bold.**

STAFF	Role/Position	Years of Exp	Start with W&A	Street Exp	Recyc Water Exp	Water Exp	WW Sewer Exp	Storm Drain Exp	Utility Exp	LS Exp	Bridge Exp
Cathy Wallace, SPHR	President	23	1/2010								
<b>Carl Wallace, PE</b>	Ops Manager/CM	25	1/2010	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Jeff Schippers	Const Manager	25	9/2014	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Peter Ramey, PE</b>	Const Manager	27	6/2013	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Rusty Beardsley, TE	Traffic Engineer/PM	28	6/2012	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
Barry Safa, PE	Const Manager	30	12/2014	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Yuri Boiarski, EE, PMP	CM Scheduler	25	11/2012	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Steven Rosales	CM Scheduler	25	9/2014	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Doug Blois, PE, QSD</b>	CM /Insp	28	8/2011	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Ken Cope</b>	CM/Insp	25	9/2012	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Gordon Lewis, PE (ret.)</b>	CM/Insp	25	8/2010	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Ken Burris	CM/Insp	25	6/2012	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>John Reidinger</b>	CM/Insp	25	7/2011	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Walt McCurry	Project Engineer	25	9/2014	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Jeffery Gasunas	Project Engineer	20	9/2014	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Buddy Jones, Jr	Project Engineer	30	8/2011	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
George Hartmann, PE	Sr. ME Inspector	30	5/2014	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
<b>Phil Fikes</b>	Sr. Inspector	28	4/2012	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
<b>Donald Romaine</b>	Sr. Inspector	27	11/2013	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Eric Maher, QSP</b>	Sr. Inspector	27	3/2010	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Robert Peters	Sr. Inspector	30	9/2012	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
<b>Raymond Gary</b>	Sr. Inspector	25	12/2014	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Dave Hatcher</b>	Sr. Inspector	28	10/2011	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Chuck Larson</b>	Sr. Inspector	29	4/2014	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Don Isom, QSP</b>	Sr. Inspector	25	3/2015	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Dan Chermotti	Sr. Inspector	22	9/2012	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
<b>Cooly Smith</b>	Sr. Inspector	27	2/2015	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Mike Payment	Sr. Inspector	29	11/2010	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Tom Mitchell</b>	Sr. Inspector	28	10/2014	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
<b>Tom Hall</b>	Sr. Inspector	28	4/2014	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Robert Morin	Engr Technician	5	3/2013	Yes	Yes	No	No	Yes	Yes	Yes	No
Kathy Keating	Office Engineer	28	5/2012	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Heidi Nesper</b>	Office Engineer	7	9/2012	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

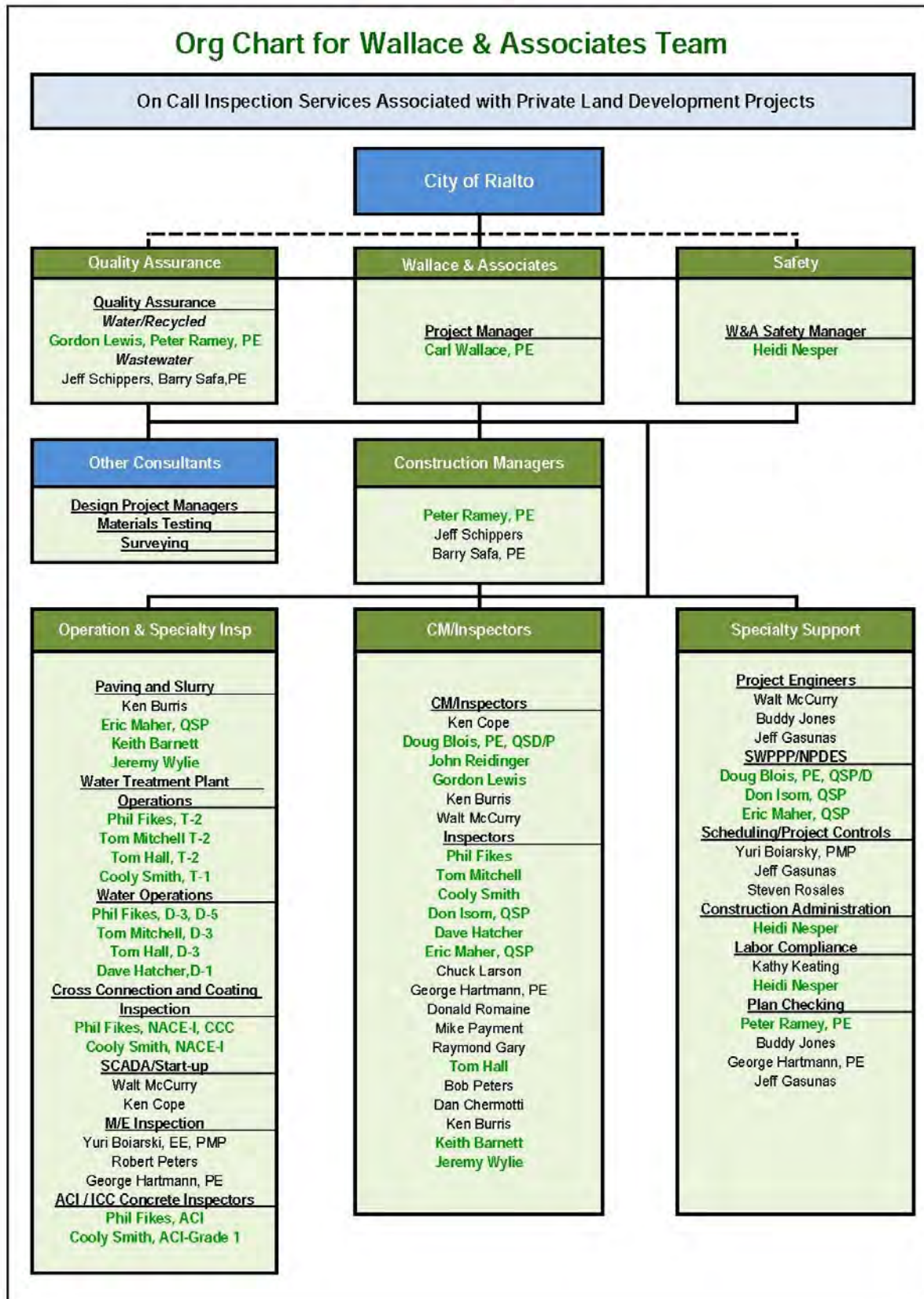
As you can see from the preceding Staff Experience Matrix we have sufficient experienced staff to provide necessary coverage for our clients regardless of the project type. We have a dedicated management staff capable of providing management over any type of project that the City of Rialto can implement as part of its normal construction program.

Knowing that development projects fluctuate over time we have additional inspection staff to support the City on an as-needed basis to augment staff for specific projects or a spike in the general work load.

## Section 3 – Staff Qualifications

### City of Rialto RFP 15-055 On-Call Inspection Services associated with Private Land Development Projects

**Organization Chart** – The figure below is our depiction of how our team would be organized in relation to the City staff for these services. The inspection staff would have a direct relationship to the various developers and their project staff.



## Section 3 – Staff Qualifications

### *City of Rialto RFP 15-055 On-Call Inspection Services associated with Private Land Development Projects*

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**Dispute Resolution** – Wallace & Associates has very experienced field inspection staff and our Project Manager typically visits the jobs sites on a regular basis. Many of our Inspection staff served as the individual responsible for resolving issues for the City or Agency where they previously worked, and they are well equipped to handle these instances. Overall, we don't run into a lot of situations where management needs to step in to resolve a problem, in large part due to our ability to establish a working environment based on mutual trust. Again, our emphasis on hiring professionals with excellent interpersonal skills pays off when it comes to situations involving conflict and negotiation. That said, the nature of fast paced construction work sometimes leads to situations where corners are cut and/or regulations are sidestepped. In these instances, our philosophy is to push decision making and problem resolution to the field staff, knowing that management does not generally need to be drawn into this type of situation.

There have been very rare instances when our Project Manager actually assisted in resolving a dispute. In one case, a Contractor was not in compliance with storm water requirements and the Superintendent continued to disregard the specifications, despite the repeated enforcement attempts by the Inspector. After a reasonable time period the PM and Inspector coordinated with the Police Department to have them come out and threaten to shut the job down. Accordingly, the Contractor implemented their BMPs and we did not have to shut them down. We never had an issue with that Contractor again.

#### **Staff Resumes:**

On the following pages we have provided resumes for our primary candidates offered to the City along with our management team. We understand that the City may need a combination of part and full time support and we want the City to know that we have significant resources in the area to assist when needed for any staffing scenario and any type of project.



## EDUCATION

BS Civil Engineering/San Diego State University

## REGISTRATION

Registered Civil Engineer/CA #C59307 — Expires 07/01/15  
FTA Grant Management      40 hour HAZMAT Training      CalTrans Resident Engineers Academy  
10 hour OSHA Training

## AFFILIATIONS

American Society of Civil Engineers      American Public Transportation Association  
American Public Works Association      Construction Management Association of America, Past Board Member  
American Water Works Association      American Construction Inspectors Association

## EXECUTIVE SUMMARY

Mr. Wallace has over 25 years of experience in managing large-scale infrastructure and transportation construction programs for various public entities and is highly experienced in managing multi-million dollar projects during design and construction phases. He has also managed a significant number of Inspection contracts for City, County and State Agencies. Key responsibilities have included managing capital construction projects ranging from small projects to major programs with construction values up to \$500 million. Specific responsibilities have included: staffing, management, project delivery, on-time performance, adherence to jurisdictional requirements, hiring and managing other consultants for various tasks involving testing, project controls, inspection, resident engineering and claims management, and he has personally performed these same duties for a variety of local, state and federal projects.

## PROJECT EXPERIENCE

**As-Needed (5-year) Construction Inspection Services Contract, Department of Water & Power and Public Works Department, City of Corona, CA:** Project Manager for CM & inspection services for water and sewer projects including:

<i>2.5 MG DYK tank – R-3 Reservoir Project - \$4 M</i>	<i>Citrus Circle Apartments Utilities - \$300k</i>
<i>Main Street Waterline Utility Project - \$700k</i>	<i>Butterfield Park Recycled Waterline Project - \$2.2 M</i>
<i>Sampson Ave Pressure Reducing Station - \$400k</i>	<i>Rock Vista Storm Drain - \$250k</i>
<i>Hummingbird Pressure Reducing Station - \$300k</i>	<i>Desalter Connection - \$1M</i>
<i>Sewer Lift Station for Development Project - \$300k</i>	<i>Citrus Heights Site Utilities - \$400k</i>
<i>Masters Drive Recycled Waterline Project - \$2.5M 15,000 linear foot of recycled waterline</i>	
<i>El Cerritos Waterline and Pipe Slab Cover Project – \$1.5M DIP Waterline and Pipe Slab</i>	

**On-Call Construction Management and Inspection Services, City of Murrieta, CA:** As Project Manager, responsibilities include overseeing Construction Management and inspection staff and providing training, QA/QC activities, staffing and overall management of work force. Consultant staff positions include Project Management, Construction Management, Inspection for CIP, Land Development and Utility projects. CIP Projects include:

<i>Jackson Avenue Bridge at Warm Springs Creek \$5M</i>	<i>Guava Road Extension and Widening Project \$4M</i>
<i>Los Alamos/ I-15 Overpass project \$12M</i>	<i>Clinton Keith / I-15 interchange Project \$20M</i>
<i>Madison Avenue roadway widening \$3M</i>	<i>Jefferson Road widening Project \$3M</i>
<i>Whitewood/Alta Murrieta Traffic Signal \$1M</i>	<i>Los Alamos Hills Synthetic Fields (Soccer and Football) \$1M</i>
<i>Pedestrian Safety Enhancement Project \$500K</i>	<i>2014 Annual Slurry Project \$1M</i>
<i>Citywide Fiber Communication Project \$2M</i>	<i>Line D, D-1 Stormdrain &amp; Environmental Restoration Project \$4M</i>
<i>Traffic Signal Mods at Hancock Ave/ Las Brisas Rd \$300k</i>	<i>Traffic Signal Mods at Coliseum Way/Los Alamos Rd. \$350k</i>
<i>Traffic Signal Mods at MHSR/School House Way \$250k</i>	<i>Jefferson at Magnolia Intersection Improvements \$500k</i>
<i>Cal Oaks Sports Park/Teen Center Project \$500k</i>	<i>Radar Feedback/Beacons Jackson/Washington/ClintonKeith \$300k</i>
<i>Washington Street Speaker system Project \$250k</i>	<i>2013 Annual Pavement/Slurry Project \$1.5M</i>
<i>I-15/Cal Oaks Interchange Project \$20M</i>	<i>Traffic Signal at Nutmeg &amp; Jefferson \$150k</i>
<i>Citywide NPDES inspection \$1M</i>	<i>Warm Springs Mitigation Site \$500k</i>
<i>Clinton Keith Roadway widening \$1.3M</i>	<i>2011/12 Citywide Asphalt Project \$1M</i>
<i>Torrey Pines Park Improvements \$1.2M</i>	<i>Traffic Signals at Jackson &amp; Monroe \$400k</i>

**On-Call Public Works and Land Development Inspection Services, City of Irvine, CA:** Project Manager for providing inspection services for various projects within the City of Irvine. Oversee staffing and provide Quality Assurance for our staff. Projects Include:

<i>2013/14 Citywide Asphalt &amp; Slurry Seal Project - \$8M</i>	<i>City Hall Fueling Modification - \$1M</i>
<i>Marine Way Road Improvements - \$250k</i>	<i>San Diego Creek Channel Improvements - \$1M</i>

**On-Call Land Development Inspection Services, City of Menifee, CA:** As Project Manager, responsibilities include overseeing Construction Management and inspection staff and providing training, QA/QC activities, staffing and overall management of work force. Consultant staff positions include Street Superintendent, Land Development Inspection and Utility encroachment permit projects.

**As-Needed Construction Inspection Services, 91 Freeway Expansion, Corona, CA:** As Project Manager, responsibilities include staffing projects and providing QA/QC for inspection staff. Carl also coordinates the staff training program for this on-call contract. Project

role include inspection of all water and sewer improvements in accordance with City of Corona standards. Staffing currently includes two full time inspectors.

**Rancho California Water District, On-Call Construction Management & Inspections Services, Temecula, CA:** Contract manager for Construction services contract with the District. Overseeing staff for the following Projects:

➤ *Madison Avenue 56" Pipe Replacement Project - \$4M*      *New Recycled Pond No. 5 Project - \$8M*

**Coachella Valley Water District, Palm Desert, CA:** As Project Manager, responsibilities include staffing projects and providing QA/QC for inspection staff. Carl also coordinates the staff training program for this on-call contract. Projects include, transmission, distribution and lateral pipeline, new fire hydrants, valves and appertanences, Cathodic test stations, vaults, sewer laterals, manholes and structures in support of the development through out the Coachella Valley. Staffing levels include one to two full time inspectors.

**On-Call Construction Management and Inspection Services, City of Manhattan Beach, CA:** As Project Manager, responsibilities include overseeing Construction Management and inspection staff and providing training, QA/QC activities, staffing and overall management of work force. CIP Projects include:

*Sewer Manhole Rehabilitation Project \$400k*

*Marine Park Synthetic Soccer Field Project \$1.2M Annual Citywide*

*Sepulveda Water Main Replacement Project \$750k*

*Citywide sidewalk replacement Project \$700k*

*Sepulveda and Marine Drive Intersection Project \$700k*

**Woods Valley Water Reclamation Facility, Phase 2 Expansion, Valley Center Water District, Valley Center, CA:** Construction Project Manager for this \$10.5M facility capacity upgrade from 75,000 GPD to 275,000 GPD. Project duties include oversight of project, quality control of services provided to the District and overall client satisfaction. This 18 month project is currently in bid phase.

**Charlan Road Recycled Pond Project, Valley Center Water District, Valley Center, CA:** Construction Manager for this \$5 M recycled pond construction project. Project duties include oversight of project, quality control of services provided to the District and overall client satisfaction. This 18 month project is currently in bid phase.

**South Collection System, Valley Center Water District, Valley Center, CA:** Construction Manager for this \$2M project to add new collection with 17,000 lf of HDPE force main trunk line down main arterial (Valley Center Road) Project duties include oversight of project, quality control of services provided to the District and overall client satisfaction. This 18 month project is currently in bid phase.

**Rancho California Water District, On-Call Project Management Services, Temecula, Ca:** Project Manager for company services to the District providing project management services to the district for a variety of projects including Single Check Valve to Double Check Valve fire system upgrade, valve and appurtenance replacement projects and other. Responsibilities include management of three staff which includes project management and staff engineers and field staff assigned to the District and provide monthly reporting.

**Stoller Reservoir, Orange, CA, East Orange County Water District:** Project Director for this \$1.5 million facility. Responsibilities include oversight for inspection duties including excavation, grading, foundation and backfill, relocation of existing utilities, materials testing, site improvements, for this 2.5 million gallon reservoir for the district.

**Indian Wells Highway 111 Rehabilitation Project, Indian Wells, CA:** Project Manager over our construction inspection contract for this \$5 million rehabilitation of this 4 lane highway through the entire City of Indian Wells. Project includes traffic control, signing, striping, cold-planing over 1.2 million sq ft of roadway, rubberized asphalt, removals, landscaping and irrigation, utility relocation, sidewalk and median work, traffic signal and monument construction. Duties include oversight of resident inspector position and assist as needed.

**Indian Wells Club Gate Improvements Project, Indian Wells, CA:** Project Manager for the \$200k Club Gate improvements project. Duties include plan review, bid assistance and construction management for this main entryway guard house facility at Club Drive.

**Cathedral City 30th Avenue Soccer Park, Cathedral City, CA:** As Project Manager, responsibilities include QA/QC of the project and assisting the Construction Manager with administration of the consultant contract for this project which consists of 15 soccer fields of varying sizes on a 17-acre site at the northwest corner of 30th Avenue and Santoro Drive in Cathedral City. This \$3.2M construction project includes multiple contracts for advance procurement of sod, light standards, and other materials. The project elements include a parking lot, construction of underground utilities, street improvements, landscaping and irrigation, concession stand building, restrooms, and a large shade structure.

**Imperial and La Palma Intersection, City of Anaheim, CA:** Principal-in-charge for \$8M roadway widening of intersection at Imperial Highway and La Palma Avenue. The project is under oversight control of Caltrans District 12. Project documentation is set up to Caltrans specifications, and project procedures and construction operations are set to be performed in accordance with Caltrans standards. The project includes Major utility relocations and upgrades, under heavy traffic with traffic control phasing. Duties include oversite of staff of resident engineer, inspection staff and Office Engineer. Provide Quality Assurance for project documentation and agency compliance.

**On-Call Construction Engineering Services, Caltrans District 9/10:** Project Manager. Responsibilities include staffing construction staff for various projects under construction within Districts 9 and 10 for this multi year project. Projects included: Paving Hwy 580 and 205 near Tracy, Overlay chip seal Hwy 120 and Hwy 6, Fencing along 395, Hwy 124 Dry Creek Bridge Widening, Emergency Repairs for Slide damage to Hwy 120. paving for 12 miles on SR 205 and Drainage improvements Sutter Creek Hwy 49 Bypass.

### REGISTRATIONS/CERTIFICATIONS

Registered Civil Engineer, RCE 42822

### EDUCATION:

Bachelor of Science, Civil Engineering, California State Polytechnic University, 1981

### EXECUTIVE SUMMARY

Mr. Ramey has been involved in Project Management for government and institutional developments for over 30 years. He has represented the City of Lake Elsinore, City of Moreno Valley and the Los Angeles Department of Water and Power on numerous government projects. These assignments have included construction administration, Deputy Inspection, contract schedules, supervision of contract forces for compliance with plans and specification, certify compliance with prevailing wage rates, Resident Engineer on various Caltrans oversight projects, provide engineers cost estimates, plan check street improvement plans, provide project specifications (Notice Inviting Bids, Agreement, General Provisions, Technical Provision and Standard Plans) for Capital Improvement Projects. Strong experience and working knowledge of Green Book, Local Procedures Manual, ARRA, and federal funding project requirements.

### PROJECT EXPERIENCE

#### Capital Improvement Projects, City of Corona, CA: Project Manager

- Green River Road Widening Project - \$8M
- Annual Alley Rehabilitation Project - \$700K
- Foothill East Project - \$25M
- Ontario Pipeline Project - \$2M
- Butterfield Recycled Waterline Project - \$2M

**Crown Valley Community Park, City of Laguna Niguel, CA:** Project Engineer providing submittal and RFI review for this \$5M park project.

**Annual Paving Program, City of Indian Wells (FAMD #1), CA:** Project Design and Construction Manager for this 5 years \$750K slurry and paving program. Project features include slurry, cape seal and pavement reconstruction for 20 miles of roadway within the India Wells Country club. Duties include preparation of plans specifications and estimates, bidding and awarding the construction contract managing the field work and performing all contract administration for this 5 year program.

#### Capital Improvement Projects, City of Lake Elsinore, CA: Project Manager

- Rosetta Fire Station and Park Site - \$5,980,000
- Seismic Retrofit City Hall and Cultural Center - \$1,100,000
- 74 Widening at Interstate 215 - \$5,232,000
- Boat Launch Project - \$7,363,000

#### Capital Improvement Projects, City of Moreno Valley, CA: Project Manager

- Moreno Valley City Hall Project - \$1,520,000
- Towngate Fire Station - \$1,197,000
- Public Safety Facility (Police Station) - \$7,974,000
- City Hall Complex Generator - \$78,000
- Pigeon Pass Road Street Improvements - \$ 448,000
- Street Widening Cottonwood at Indian Street - \$95,000
- Heacock Street Extension - \$750,000
- Cactus Avenue Graham Street to Heacock Street - \$370,000
- Heacock Extension Alessandro to Cactus Ave - \$1,400,000
- Interchange Mods/Auxiliary Lanes State Route 60 - \$1,817,000
- Heacock Street Rehab Cottonwood to Sunnymead - \$799,000
- Graham & Eucalyptus Intersection Traffic Signal - \$325,000
- Perris Blvd. Street Rehab/Storm Drains - \$1,287,000
- Traffic signal Mods/St Improvements Frederick/Alessandro - \$181,000
- Relocation of Fire Station No. 2 - \$1,862,000
- College Park Fire Station - \$2,537,000
- Moreno Valley Animal Shelter - \$2,974,000
- Street Widening & Storm Drain Line H-3 - \$1,115,000
- Redlands Boulevard Street Improvements - \$987,000
- Perris Boulevard Webster to Elder Avenue - \$ 486,000
- San Michele Road Improvement - \$869,000
- Roadway Widening Storm drain Line P-3 - \$ 243,000
- Eucalyptus Ave Widening and Rehab - \$994,000
- Reconst/Overlay Sunnymead Blvd. - \$ 579,000
- Cactus Ave at Alessandro St Imp Phase III - \$411,000
- Perris Blvd Cactus Ave to Alessandro Blvd. - \$467,000
- Heacock Street Traffic Signal Mods - \$125,000

#### City of Los Angeles Department of Water and Power, Los Angeles, CA: Project Engineer

- Distribution Station 96, Sylmar CA2-million gallon water tanks/fire suppression system, Boulder Nevada
- Sylmar Converter Station, Sylmar CA
- Palms Distribution Station, LA CA
- Main Street Maintenance Facility, 5 Story Parking Facility, LA CA
- Ely Microwave/Maintenance Headquarters Building, Ely Nevada

### EDUCATION

BS Mechanical Engineering, University of California Santa Barbara

### REGISTRATIONS/CERTIFICATIONS

Professional Engineer, State of California C-75095 Exp 12-31-2013  
QSP and QSD Certification June, 2011

### EXECUTIVE SUMMARY

Mr. Blois has a broad background in the construction and engineering industry. As a previous owner of construction companies, he built and managed projects throughout the Southern California region. He is a registered Professional Engineer with a tremendous amount of expertise in water, sewer and street improvement projects. In addition to his broad knowledge of local and regional standards and specifications, he has a successful background in construction operations and engineering project management. His expertise in construction contracting while managing a pipeline construction company for 25 years gives him firsthand knowledge of all the challenges in completing a major capital project. His experience in pipeline and water facility construction as a construction manager is comprehensive and his hands-on expertise makes Doug a tremendous asset to the project team. His expertise has translated to public works Construction Management, Project Management and Inspection for capital improvement projects while working for Parsons Construction and Wallace & Associates Consulting, Inc. His recent assignments for public agencies include professional roles as a Construction Manager, Inspector and Field Engineer. He has recently completed the Qualified Stormwater Practitioner (QSP) and Qualified Stormwater Developer (QSD) Certifications. Mr. Blois is also capable of producing and reviewing traffic control plans, trench shoring and shoring plans.

### PROJECT EXPERIENCE

**Sepulveda and Marine Drive Intersection project, Manhattan Beach CA:** Construction Manager for this \$500k intersection upgrade to add two turn lanes at the intersection. Work includes new traffic signals, relocating signal cabinet and controller, replacement of Caltrans trunk fiber system, utility relocation, retaining walls, new pedestrian ramps and street work. Project duties included coordination with Caltrans for roadway construction and traffic control, coordination with City staff, manage and coordinate materials testing sub-consultant activities and budget, preparing daily reports and weekly meetings with contractor and project team, prepare monthly payments and weekly statement of working days, verify certified payroll submittals, process RFI's, submittals and contract change orders, and prepare monthly invoices.

**Sepulveda Watermain Replacement Project, Manhattan Beach, CA:** Construction Manager for this \$1.5M 12" DIP Water Main Replacement on State Route (Sepulveda Boulevard) for 2 mile section within Manhattan Beach. Project duties included coordination with Caltrans for roadway construction and traffic control, coordination with City Water department for tie-ins, shut downs and chlorination process, oversight of back-up inspector for night shift work, manage and coordinate materials testing sub-consultant activities and budget, preparing daily reports and weekly meetings with contractor and project team, prepare monthly payments and weekly statement of working days, verify certified payroll submittals, process RFI's, submittals and contract change orders, and prepare monthly invoices. Project features include 16", 12", 8" and 6" DIP, new service connections, fire hydrants, air vac and blow off valves, fittings and valves, trench backfill, aggregate base, asphalt road paving, utility relocations, sidewalk replacement and cross gutters.

**I-15/ Ranchero Road Interchange Project, San Bernardino Association of Governments (SANBAG) Hesperia, CA:** Utility and Structural Inspector for this \$30M interchange project. Project features included relocation of cross country trunk line service for communications carriers AT&T, Time Warner, L3 and Verizon. These relocations included multiple 18 and 20 duct, duct banks of fiber optic communication. Utility relocation also included relocating Edison overhead transmission crossing of the freeway to location within bridge structure. Other Edison transmission lines along Ranchero road were relocated from one side of the road to the other. Duties included coordination with Caltrans and utility companies, preparing daily reports, inspection, job photos, coordination with materials testing and project team regarding schedule and budget for these items.

**Supplemental Water Projects, Napomo Community Services District, Santa Maria CA:** Resident Inspector for this \$8M project consisting of three construction contracts to construct a new 24" water transmission line. Package 1 consisted of 5,000 ft of directional boring with depths varying from 265 ft to 150 ft using 24" HDPE pipe to cross under the Santa Maria River. The second package was for a section of jacking and boring a casing under the regional Flood Control Levee which was about 250ft. The third package included a flow metering station and an open cut section in Blosser Road to install 4,500 ft of 24" DIP. Duties included preparing daily reports, job photos, utility coordination, coordination with city and materials testing company, confirm that work was constructed in accordance with the plans and specifications, review traffic control for compliance with the traffic control plans and the WATCH manual.

**Cherry Valley Water District, Beaumont, CA:** Construction Manager and Resident Inspector for pipeline projects. Also served as on-site project manager for District. Duties included documentation of workforce, materials and manpower, coordination with District staff and project acceptance inspections. Projects included a 5 million gallon 'DYK' tank project with post tensioned tank, construction of multiple percolation ponds and equipment installation for two water wells.



**Ojai Waterline Installation Projects, Golden State Water Agency, Ojai, CA:** Resident Inspector for this series of distribution pipeline installations. Pipe sizes range from 6" to 24".

**Coachella Valley Water District Inspections, Palm Desert, CA:** Provided inspection for Tract and CIP projects within CVWD area. Duties included daily documentation of site work, coordination with contractor and operations staff, coordination of materials testing, and various cities and local agencies within Riverside County. Projects included water and sewer projects such as pipeline construction, connections to mainline, installation of various appurtenances, paving and concrete construction, vault installation and treatment plant work.

**Rancho California Water District, Single to Double Check Valve Fire Sprinkler System Upgrade, Temecula, CA:** Project Engineer for this \$4 million 3 phase improvement project to convert all commercial fire services at commercial locations from single check valves to double check valve systems. Project includes converting inline single valves in vaults to above ground compact dual check system with gate valve replacement and other site improvements for over 200 locations. Pipe size ranges from 4" to 12" diameter and pipe type includes DIP, ACP and PVC material pipes. Duties included project development, preparation of plans for new vault structures at eight locations on Phase 2 and an additional 20 locations within Phase 3.

**Imperial Irrigation District, Imperial Valley, CA:** Resident Engineer/Inspector for one phase of the All American Canal Relining Project in Imperial Valley. Duties included technical review of the contractor's operations, interpretation of plans/specs, preparation of engineering estimates and negotiation of contractor's change order requests, liaison between Imperial Irrigation District Hydro and Water Divisions, and ensuring completion of a critical construction milestone.

**Indian Wells Country Club, Club Drive Gate House Renovation, Indian Wells, CA:** Performed temporary shoring design to support existing structure so new full structure foundations could be placed while the facility remained in operation. Performed site investigation, coordinated with structural engineer, architect, prepared plans & calculations for temporary shoring structures.

**Previous Construction Services - Double D Pipeline, Inc., Temecula, CA:** Managing Officer - Restart company as a corporation, training two new partners; one in estimating, one in field management. Grew company to 50 field employees and \$10 million annual revenue. Completed variety of pipeline projects in Murrieta, Temecula, Lake Elsinore and Corona. Maintained good working relationships with local water districts and was selected for the emergency call list for Rancho California Water District. Some of the Relevant Projects Doug Completed while at Double D Pipeline, Inc. include the following:

Job Name	Prime/Owner	Type	Value
Desalter Project	DD/City of Corona	dbl. barrel 30" DIP, bore, bridge	\$3.2 mil
Effluent Pipe, Pump	DD/City of Corona	24" CML&C, wet well, booster pump	\$1.5 mil
DeLuz Highlands	DD/RCWD	12", 8" CML&C, blasting	\$1.2 mil
S. L. Rey River Cross	DD/RMWD	18" Directional Bore	\$0.9 mil
Offsite Sewer, Water	KB Homes/EMWD	24" VCP- 35' deep, 24" CML siphons	\$1.0 mil
Miramar Barrack Utilities	Soltek/US Gov.	wet utilities, caliche excavation	\$1.2 mil
36" Supply Line	Sverdrup/US Gov.	parallel & bore Vandergrift Ave.	\$0.6 mil
24" Feeder, Pumps	DD/EVMWD	TR Flex DIP, vert. turbine pumps	\$0.7 mil
48" tie in, surge tank	DD/RCWD	CML&C, 1,000 cf steel tank	\$0.6 mil
City of Westlake Village	Co. of Ventura	Water, Sewer, Storm Drain	\$5 mil
Water Line Exten.	BCI/City of Atascadero	5 miles of 16" ACP	\$2 mil
Solano Beach Intertie	DD/Co. of San Diego	12" sewer across PCH	\$2 mil
Sewer Laterals (Annual)	DD/ Co. of San Diego	103 laterals, entire County	\$2 mil
Stone Cyn. Road Impr.	Palomar/ City of Poway	Water, storm lines	\$4 mil
Subdivision Utilities	Vallecitos W.D.	Wet utilities, caliche exc.	\$5 mil
Water Line	DD-BCI/ RCWD	1 mile of 30" CML & C	\$5 mil

## Storm Water Plans

Prepared SWPPP for contractor on a design/build project for Cachuma Operations and Maintenance Board (COMB) in Goleta, CA. Project included an outlet structure at the south portal of the Tecolote Tunnel, and installing a second feeder line south from that location to the closest turnout structure, along with access roads and construction operations.

Prepared a Water Quality Management Plan on a dredging project within the Batiquitos Lagoon in Carlsbad, CA. Plan was prepared with compliance requirements from the State Department of Fish and Game.

### EDUCATION

Fullerton College, Fullerton, CA - Construction Technology (52 units)  
Orange Coast College, Costa Mesa, CA - Construction Inspection (34 units)

### CERTIFICATIONS AND TRAINING

California General Building Contractor & General Engineering Contractor - License CA #310523 (A & B Licenses)  
Registered Construction Inspector, RCI #5332 (Public Works & General Building)  
American Construction Inspection Association Member – 24years  
Inland Empire ACIA Chapter President  
Current ACIA Registered Certifications in Public Works Inspection and Building Inspection

### EXECUTIVE SUMMARY

Kenneth has over twenty-five years of hands on experience in Construction Management, Construction Supervision, Inspections, Safety, and craft positions. Kenneth is as experienced Construction Inspector who understands requirements for design (plans & specifications) compliance. Maintaining Project Documentation i.e. Field Testing Results, Daily Logs, Photo Logs, Change-Orders, and As-Build Drawings. He also has experience with craft-trade and labor personnel management, project scheduling, quality assurance, project start-up and commissioning. His contract administration duties have included contractor and bid solicitation, bid evaluations, local State and Federal government interface, project and contractor analysis, progress and performance evaluations, cost and budget controls, performance payment evaluation and verification, client/contractor issue mediation and negotiation, claim negotiation, contract closure and turnover.

Gained experience since 1971 in construction inspection in the disciplines of public works, building, and project QA-QC inspection. Inspected concrete, rebar placement, masonry, shot-crete, storm drain pipe, culverts, channel linings, shoring systems; mass grading, earthworks, blasting, aggregate crushing, pressure grouting, mass de-watering, dam construction, channels, basins, landfill closures, hazardous soil remediation, fuel tanks and systems replacements; wet infrastructure water treatment, sewer lift stations, sewer mains, water pipe works, water/oil well abandonments; highway/street improvements dry utility backbone infrastructure, multi-lane corridor construction, signals, and Lighting. From 1974 through 1993 was employed at various Builders, Mission Viejo Company, Donald Bren Company, Broadmoor Homes, Baywood Homes and Shea Homes and involved in general building single-family/multi-family residential and commercial construction. Construction management: including, planning, budgeting, scheduling, problem-solving, directing, coordinating staff and consultants.

### PROJECT EXPERIENCE

**Community Park, City of Lake Forest, CA:** Superintendant QA-QC Inspector for this \$30M regional park project. Duties included coordination of all contractor activities and quality control for grading, concrete work, landscaping, sports facilities, irrigation, playground and splash pads, parking, roadway and structures. Ken prepared daily reports, prepared monthly invoices, managed subconsultant work, and constructed all facilities for this premier southern California regional park.

**Woodside Homes-Audie Murphy Ranch, Menifee, CA:** QA-QC Inspector for this \$90M Land Development project. Observed, checked material specifications, recorded results and Report progress status to the jurisdictional inspector of record. Provided mass grading inspection, soils compaction testing procedures, geological inspections of keys bottoms in a 12 million cubic yard grading operation. Inspected rock fills and pad covers, and verified blasting drilled rock hole depths, 2 million cubic yards of shot rock in the blasting operation. Reviewed SWPPP and BMP systems status. Inspected installation of over 3000 LF of storm drain systems, Installation of numerous road culverts, over 10,000 LF installation 24" water main systems, syphon under culvert, and 6,000 LF of 8" water main and services, installation of 2500 LF of 15" sewer system, 6000 LF 8" sewer systems, 15,000 LF of dry utility installation, street signal and lighting system installation, 11,000 LF of street infrastructure system installation and verified compaction testing, concrete sampling and testing and pickup of samples, pipe bedding and shade in the pipe zones.

**Forster Ranch Master Planned Community, San Clemente, CA:** QA-QC Inspector for this \$130M Land Development project. Project features included mass grading for entire development. Provided inspection for mass grading, observed and recorded alluvium soil removals, compaction testing methods, geological inspections of keys bottoms in a 2 million cubic yard grading operation.

**Tustin Airbase Hazardous Material Cleanup Project, Tustin CA:** QA/QC Inspector for this \$90M clean up project. Duties included inspection of hazardous material cleanup, demolition, mass grading and infrastructure construction.

**Diamond Valley Dam Project, EMWD, Hemet, CA:** Construction Inspector for this \$1.9B Water Storage project. Duties included: observed and recorded dam foundation inspections, observed and recorded the 2000 LF 4.500 PSI concrete cast in place grout access gallery construction thru the center of the dam up to the north abutment, inspected/coordinated civil survey for recording of inspection locations, prepared structural engineering, geotechnical mapping/testing data for review with the California Division of dam's field engineer (Department of Water Resources).

**Metropolitan Transportation Authority, Los Angeles, CA:** QA/QC Inspector for this \$3M removal of underground tanks and piping facilities. Inspected, checked material specification, observed and recorded the construction of 3 each 105 LF long x 50 LF wide x 28 LF deep excavations pits for removals and replacement of double walled underground fuel tanks and piping systems. The daily inspections of the onsite water treatment facility that clean fuel out of the ground water so it could be discharged into the storm drain system.

**Defense Distribution Regional West, Tracy, CA:** Provided inspection for the Tracy Daycare Center soil remediation project. Performed full time Hazmat Inspection of 3000 CYs trucked off removal of contaminated soils, the replacement with approved import soil, new sod, and new irrigation sprinkler system and decontaminated playtoys in daycare center in a 72 hour weekend time frame as not to disrupt the facility weekday operations.

**Ft. Bliss, Texas and White Sands, New Mexico:** Inspector for the removal of defective double walled fuel tanks and replace with triple wall fuel tanks and re-do the fuel systems at offsite mountainous locations on the missile range.

**US Army Corp of Engineers, California State University, Monterey (Fort Ord), CA:** QA/QC Inspector for this hazardous soil remediation project (was contract employee for CET Environmental).

**FEMA Project, Sierra and Nevada Counties, CA:** Construction inspector and evaluator for damaged sewer, water and drainage infrastructures from 1995 winter floods in the Sierra Nevada Mountain areas.

**County of Orange, Coyote Canyon, Irvine, CA:** -Resident Inspector for this \$22M hazardous landfill closure project.

### CERTIFICATIONS

C-34 Contractors License	Confined Space Certification	QSP Certification
ACI State of California	Cal OSHA Classes	CPR Training
Grade 1 certification ACWA -Water Treatment Certification		

### EXECUTIVE SUMMARY

Mr. Isom has 25 years of construction industry experience with strong background in public water agency construction management and inspection services. He has provided management and observation of multiple projects including primarily water and wastewater projects. He has been the primary inspector for variety of land development, reservoir structures, retaining walls, paving, pipeline, plant head works, pump stations, trunk sewer, valves, blow offs, cathodic protection, steel tank coating inspection, welding inspection as well as city street construction, storm drain, wet and dry utilities, landscaping, irrigation, and facilities. Mr. Isom has also provided construction management, implementation, documentation, and compliance with state and federal procedures and practices.

### PROJECT EXPERIENCE

**Sepulveda Water Main Replacement Project, Manhattan Beach, CA:** Senior Construction Inspector for portion of the project including 16" water main tie in and paving work.

**As-Needed Citywide Stormwater (QSP) Inspections, Murrieta, CA:** Senior Construction Inspector for city-wide QSP compliance for stormwater management program. Projects include streets and roadways, land and commercial development projects, grading, channels, storm drains, utilities, landscaping and irrigation project.

**Channel Rehabilitation Project, Yucaipa Water District, Yucaipa, CA:** Resident Inspector for channel restoration project. Project included reshaping channel, and installing grouted rip rap all along this 700 ft long drainage channel. Duties included quality assurance and conformance with the plans and specifications.

**Castaic Lake Water Agency, Santa Clarita, CA:** Senior Construction Inspector for multiple improvement projects. Project experience with construction cost for CLWA is as follows:

- **Sand Canyon Reservoir Access Road, \$1.1 Million**
- Groundwater Production, Restoration and Transmission Main Project, \$14 Million
- Groundwater Containment, Treatment and Restoration Project, \$5.1 Million
- Earl Schmit Filtration Plant Chemical Storage and Delivery Project, \$5 Million
- Groundwater Transmission Main Project Phase II, \$5 Million
- Rio Vista Water Treatment Plant Expansion, \$41 Million

#### **Groundwater Production, Restoration and Transmission Main Project**

- Installation of approximately 2320 feet of 42", 200 feet of 36", 4780 feet of 30", 6880 feet of 18", 5230 feet of 16" and 675 feet of 10" cement mortar lined and coated steel pipe. 2500 feet of 16" ductile iron pipe complete with air vacuum/release valves and appurtenances.
- Work included grading and re-vegetation to restore approximately 5 miles of project area to its native conditions.
- Pipeline testing, disinfection and water sampling.
- Two bridge crossings and restoration of the existing site, concrete curbs and gutters, man way vaults and cathodic test stations.
- Ensured the proper procedures for trenching, excavation, shoring, tree protection and disposal of excavated materials.
- **Treatment and Restoration project consisted of the rehabilitation of Saugus 1 & 2 Wells.**
- Construction of a Booster Pump Station included three pumps complete with piping, electrical and instrumentation.
- Construction of a pre-chlorate treatment plant that included bag filters, ion exchange vessels, treated water tanks, three treated water pumps, outdoors chemical storage and feed systems.

#### **City of Ontario, Ontario, CA: Construction Inspector**

- Inspection of 2" to 42" PVC, Ductile Iron, CMLC pipe and 4" to 30" clay pipe as well as 18" to 84 Storm Drain pipe
- Observed the construction of various pre stressed concrete and steel reservoir projects from 5 to 10 million gallons
- Ensured that the sandblasting and coating to steel reservoirs was applied properly
- Consultant for various roadway improvements, public works and new construction developments
- **Inspection of FEMA projects with multiple contractors doing point repairs, open cut trenches, spiral wound PVC liner, cure and place liners, cut and cover sewer rehabilitation**
- Thorough knowledge of OSHA requirements allows me to ensure proper procedures are adhered to throughout the job site
- Communicated scope of work to our construction management team as well as water agency via detailed daily reports

#### **Rio Vista Treatment Plant Expansion**

- New construction of a three level 20,000 sq ft reinforced concrete building containing six clarifier's and filters, piping gallery and electrical control room.
- Two concrete chemical storage secondary containment pads, chemical storage tanks, sump pumps, electrical and instrumentation
- Modifications to existing facility included: three new concrete pipe trenches, Pre ozone contactor, chemical storage, feed systems and ozone generator system.



### REGISTRATIONS/CERTIFICATIONS

2004/Nuclear Gauge Certification

2011/NRMCA Pervious Concrete

### EXECUTIVE SUMMARY

Mr. Barnett has over 10 years of Construction management and Inspection experience. He has provided inspection services on a variety of projects including mass grading, keyways, embankment, deep fill, sub drain systems, sub grade, base course, roadways, driveways, sidewalks and decorative flatwork, structures including, bridge abutments, retaining walls, drop structures, channels, box culverts, utility trenches, building and housing pads, traffic signals and loops, street lighting, signage and monuments. He is familiar with City and County project requirements having worked for the County of Riverside in unincorporated Menifee prior to it becoming a City. He is adept in the administration and management of land development and Capital Improvements projects. He was working experience with RCTD, RCFC, and other Riverside County departments. Keith is familiar with state, federal and county procedures and practices including green book and Caltrans standards. He is familiar with NPDES permit requirements. He is skilled and has experience in dealing with citizen complaints and resolving issues for local residents affected by construction projects. He is familiar with traffic control procedure and the WATCH manual requirements for traffic restrictions and lane closures.

### PROJECT EXPERIENCE

**CIP Projects Public Works Inspection, City of Irvine, CA:** Senior Inspector providing daily inspections in support of the City of Irvine land development and capital program. Projects include, grading, street paving, slurry, flatwork, landscaping, irrigation street lights, storm drainage pipe and structures. Prepares daily reports for all projects including manpower, quantities, equipment, activities, items of work, and sub contractors on site.

**Land Development and Public Works Inspection, City of Menifee, CA:** Senior Inspector providing as-needed daily inspections in support of the City of Menifee land development and capital program. Duties include coordination with outside agencies including EMWD, RCTD, RCFC, SARWA, Caltrans, and various Utility Agencies. Ken provides city wide inspection on a daily basis to cover the City needs. He manages his time independently and cost effectively while coordinating his efforts with City engineering staff and street superintendant staff. Duties include preparing daily reports including photos, description of contractor activities, discussions with other agency staff, meetings, and describing the work completed.

**LED Replacement Project, Menifee, CA:** Lead Construction Inspector for CIP grant funded project to furnish and install new LED lights for street signs, traffic lights and safety lighting throughout the City. Keith's duties on this grant funded project included documentation of work, equipment, material each day on the project, coordination with RCTD for signal cabinet access and quality assurance of lights functioning, preparing project photographic records and schedule coordination with contractor.

**Public Works and Development Projects, City of Menifee, CA:** Construction Inspector for over 20 residential and commercial sites within the City, Inspected roadways, storm drains, mass grading, SWPPP's, and traffic control. Coordinate with engineering staff for inspection of encroachment permits and occupancy releases. Prepare daily reports documenting projects and maintain photographic records.

**Roadway Reconstruction and Subdivision Projects for County of Riverside:** Provided inspection for this series of roadway improvements projects within the County. Duties included overall inspection responsibilities, coordination with the other city departments for landscape and traffic signal maintenance inspections, project documentation, coordination of materials testing and geotechnical consultants and respond to citizen comments and complaints related to the construction work. Roadway projects included:

Newport Rd – from Murrieta to ¼ west of Goetz Rd (Audie Murphy), Leon Rd – from Jean Nicholas to Winchester (Spencer's crossing), Huan Rd - from Newport road to Bradley (Pardee Homes), Antelope Road – from Holland north ½ mile (Fairfield), Clinton Street – City of Indio (\$2,274,811.00), Limonite Avenue and Lucretia Avenue – Traffic Signal (\$358,393), Van Buren Bridge – Over Santa Ana River (\$22,875,575)

**County of Riverside, CA:** Land Development Construction Inspector. Mr. Barnett provided Inspection services on various projects within the County of Riverside. Responsibilities include coordination and oversight of varied residential and commercial development projects throughout southern Riverside County. Duties included coordination with county staff, contractors and materials testing and surveying sub-contractors, administration and documentation of the construction projects in accordance with County requirements and Cal Trans (for roadway work), quality assurance and quality control oversight for construction, review of contractors traffic control and job site safety compliance. Duties also included responding to and working with citizens regarding questions or complaints about the construction projects.

### EDUCATION

AA Construction Management/California State Long Beach

### REGISTRATIONS/CERTIFICATIONS

2011/ Qualified Storm water Practitioner

2006/ACI Certification Course

2007/Occupational Safety and Health for Supervisors

2004/Trench Safety

2005/APWA Construction Inspection Certification Program

2004/CPR

### EXECUTIVE SUMMARY

Mr. Maher has over 15 years of Construction management and Inspection experience. He has provided inspection services on multiple public works and land development projects. He has served as the City Utility coordinator managing the work and coordinating the schedules of multiple utilities such as, Pac Bell, AT&T, SO Cal Gas Company, Verizon, Comcast, Western Municipal Water District, Rancho California Water District, SDG&E/Sempra, and others. He has managed major CIP project like roadway Replacement, Rehabilitation and maintenance projects, annual paving programs, park and sports facilities, commercial and major land development tracts and various infrastructure in support of all of these projects like joint utility trench, storm drain, sewer and water systems, signals and street lighting, landscape and irrigation and various minor structures like catch basins, retaining walls, drainage facilities, box culverts, bridge and abutments, driveways, median and sidewalks and plaza and pedestrian mall areas. He deals with the public and residents on a regular basis and is responsible to fully document the activities of the contractor for each of the projects that he works on. He also oversees the NDPEs requirements for the construction projects within the city as a certified QSP he can provide inspection and monitor compliance with the new general permit. He has also provided construction management, implementation, documentation and compliance with Greenbook, Caltrans Construction Manual, Watch Manual, County of Riverside standards and other local jurisdictional standards including state and federal procedures and practices.

### PROJECT EXPERIENCE

#### **CAPITAL IMPROVEMENT PROJECTS**

**Sepulveda Boulevard Watermain Replacement Project, City of Manhattan Beach, CA:** Part time Inspector for street paving on Sepulveda. Duties includes daily reports, coordination with Caltrans Inspector, quality assurance for traffic control and coordination with materials testing subconsultant.

**Meadowlark Road Improvements Project, City of Murrieta, CA:** Resident inspector for this major \$2.3 million roadway capital improvement and infrastructure project. The project features include mainline storm drain, street widening, new paving, Minor structures, new signalized inter-sections, water pipeline and appurtenances, sewer improvements, capping two existing wells, utility relocation and coordination with Eastern Municipal Water District for water and Sewer work, Sunesys, Time Warner Cable, Southern California Edison and Verizon. Duties include coordination and documentation of all site work including coordination with the County of Riverside for funding compliance with a portion of the project scope.

**Clinton Keith Road Improvements Project, City of Murrieta, CA:** Resident inspection services for the City of Murrieta for this major \$2 million roadway capital improvement and infrastructure project. The project features include mainline storm drain, street widening, new paving, Minor structures, new signalized inter-sections, water pipeline and appurtenances, sewer improvements, utility relocation and coordination with Eastern Municipal Water District for water and Sewer work, Sunesys, Time Warner Cable, Southern California Edison and Verizon. Our inspectors' activities include providing inspection duties for Riverside County. Our Inspector is preparing daily reports, coordinating with contractor and utility companies, photographic records of the work, coordination with City office staff, quantity calculations and verification, project recordkeeping, handling citizen contacts in relation to the project work, coordinating traffic control for the project phases with the designer, NPDES inspections for storm water program compliance, coordination and documentation of all site work for funding compliance.

**2011 City-wide Paving Program, City of Murrieta, CA:** Resident Inspector for this \$1.9 million of asphalt overlay and re-striping through-out the city. The project scope of work includes 22,000 tons of asphalt overlay, 311,000 s.f. of cold milling, 202,000 s.y. of petro-mat, adjusting 72 manholes to grade, 100,000 l.f. of various striping and traffic control. Our inspector is coordinating the traffic control and contractors schedule and the various communities where

the paving is taking place or affected, they are responsible for quality assurance of the material and placement and coordinating with the materials testing consultant for the appropriate frequency of testing of the plant material and placement of material.

**Monroe Avenue Extension Project, City of Murrieta, CA:** Resident Inspector for this \$1.9 million extension of Monroe Avenue. The project scope of work includes 11,000 cy of Aggregate Base, 43,000 s.f. of PCC sidewalk, 5,500 tons of asphalt road section, 27,000 s.f. of cold milling, construction of storm drain catch basins, 18" and 24" RCP, curb ramps, commercial driveways, striping, retaining walls, four new traffic signals, fiber optic interconnect and chain link fence for this extension of Monroe Avenue to connect to a new school. Duties included coordinating the schedule, responsible for quality assurance of the material and placement and coordinating with the materials testing consultant for the appropriate frequency of testing of the plant material and placement of material, coordinated work with city engineering and maintenance staff and maintained daily records of the contractor work.

### **LAND DEVELOPMENT PROJECTS**

**Greer Ranch Development Tract 29640, Murrieta, CA:** Provided Inspection for this major land development project by Lennar and Richmond America. The project features included 675 residential lots, arterial streets, mass grading, storm drain, Traffic Signals, Parks and NPDES Erosion Control.

**Winfield Development Tract 30172, Murrieta, CA:** Provided Inspection for this major land development project by Woodbridge Homes. The project consisted of 62.5 Acres into 25 lots. The project features included arterial streets, mass grading, storm drain, Traffic Signals, Parks and NPDES Erosion Control.

**Lantana Development Tract 32266, Murrieta, CA:** Provided Inspection for this major land development project by DR Horton. The project consisted of 36.3 Acres into 95 lots. The project features included arterial streets, medians, mass grading, storm drain, Traffic Signals, Parks and NPDES Erosion Control.

**Bell Flora Development Tract 29956, Murrieta, CA:** Provided Inspection for this major land development project by Lennar. The project consisted of 38 Acres into 118 lots. The project features included arterial streets, medians, mass grading, storm drain, Traffic Signals, Parks and NPDES Erosion Control.

**North Oaks Development Tract 32475, Murrieta, CA:** Provided Inspection for this major land development project by Lennar. The project consisted of 23 Acres into 273 Condominium Units. The project features included arterial streets, medians, storm drain, Traffic Signals, Parks and NPDES Erosion Control.

**2004 – 2012 City of Murrieta, Construction Inspection.** Providing Inspection services on various projects. Responsibilities include coordination with city staff, and other vendors, administration and documentation of the construction projects in accordance with City and County requirements and greenbook, quality assurance for construction, review of contractors traffic control and safety compliance.

**Verizon** – Inspect boring operations, safety and traffic control for installation of fiber optic conduit and restoration of streets and right of way. Ensures timely correction all City of Murrieta complaints received from home owners and businesses. Compiles punch lists for projects and ensures timely completion.

**Sewer Trunk Line** – Inspect installation and restoration of over 18,000 linear foot of 21" to 40" sewer line via trenching/micro tunnel operations at depths ranging from 12 to 40 feet. Ensure proper safety regulations and traffic control is maintained.

**Tract and Commercial Developments** – Inspect rough and precise grading operations. Ensure N.P.D.E.S. compliance is maintained. Inspect storm drain installation, catch basins, curb, gutter, sidewalk, sub grade, base grade, paving of roads, traffic signal, monuments, street lighting, manhole adjusting, signing and striping. Ensure compliance with conditions of approval.

**Punch lists** – Inspect and compiles list of all projects in the City of Murrieta to ensure compliance with plans, conditions of approval.

### EDUCATION

Cal State University Humboldt - Arcata CA/ B.S. Environmental Engineering  
University of Redlands - Redlands, CA/Business Management, Post Graduate Studies

### REGISTRATIONS/CERTIFICATIONS

California Professional Engineer License (Retired)

### EXECUTIVE SUMMARY

Mr. Lewis has over 25 yrs of construction, design and management experience in the Public Works engineering industry. He has managed a variety of public works projects through design and construction phase for a previous employer, Desert Water Authority in Southern California. His duties included performing design and managing design staff, providing budget and schedule management for project and overseeing and managing the project through construction phase and acceptance for relief from maintenance. He is familiar with project record keeping, documentation and is creative in finding engineering solutions for problems that come up on projects. His varied background in business makes him an excellent individual to deal with public projects and questions from citizens. Mr. Lewis has managed capital projects in excess of \$55 million including management of engineering and construction phases. Project consisted of domestic roadway, street, structures, water pipelines, water storage tanks, wells, and boosters. Transmission pipeline and distribution pipeline projects, domestic water wells, boosters, storage tanks, water reclamation treatment, storage, booster, and distribution piping, surface water dams, diversion structures, small hydro-power, and transmission piping.

### PROJECT EXPERIENCE

**Highway 91 Design-Build Project, Corona, CA:** Mr. Lewis was Senior Construction Inspector for the Billion Dollar fast paced Design Build Project in Corona, California. Gordon performs inspection for water, sewer and storm drain facilities for Wallace & Associates as a partner of the Parsons Construction Management Team for this local mega project.

**Coachella Valley Water District, Palm Desert, CA:** Construction Inspector providing as-needed construction observation for a variety of land development projects including pipeline, slope protection, manhole and minor structures, vaults, water and sewer connections in support of capital improvement and land development projects.

**Rock Vista Road Drainage Project, Corona, CA:** Resident Inspector for this \$250k drainage project. Project included street work, curb and gutter, paving, trenching, and catch basin construction. Duties include preparation of daily reports, photographic records, construction contract administration, contract compliance, review of submittals, quantity take offs, coordination with city project manager and inspection supervisor for this project.

**Arlington Desalter Connection Project, City of Corona, CA:** Resident Inspector for this \$1 million desalter mixing station within Promenade park. The project features include Piping, new masonry structure to house mixing piping and controls, landscaping, lighting, irrigation, drainage, roadway improvements, sidewalk, curb and gutter. Duties include preparation of daily reports, photographic records, construction contract administration, contract compliance, review of submittals, quantity take offs, coordination with city project manager and inspection supervisor for this project.

**Lift Station Project, City of Corona, CA:** Resident Inspector for this developer driven lift station in support of new 150 unit development project. Project features include rerouting flow, construction of new inlet and outlet piping, concrete and masonry structure to house the pump station and controls, parking lot improvements, lighting, fencing, sidewalk, curb and gutter, landscaping, irrigation, drainage, roadway improvements and utility conduit construction. Duties include preparation of daily reports, photographic records, construction contract administration, contract compliance, review of submittals, quantity take offs, coordination with city project manager and inspection supervisor for this project.

**Coachella Valley Water District, City of Desert Hot Springs, CA:** Construction Inspector. He performed Inspection for this \$600,000 water well adjacent to an existing well. Duties include project documentation, site photos, coordination with CVWD staff and quality assurance for this 1,300 ft well.

**Cathedral City Cove Booster Project, Cathedral City, CA:** Construction Inspector. The project consisted of a booster station and connecting pipeline which was an upgrade of an existing booster station for a residential community. The maximum pumping capacity was approximately 2000 GPM. The booster tied into elevated storage and through a transmission pipeline. Duties included the oversight of site preparation, station construction, pump installation, connections to transmission piping, testing and disinfection. Project responsibilities included project documentation, administration of contract change orders and progress payments, coordination with city staff and public, as-builts and utility coordination.

**Araby Booster Project, Cathedral City, CA:** Construction Inspector. The project consisted of a booster station which was an upgrade of an existing booster. The maximum pumping capacity was approximately 1500 GPM. The booster tied into a storage tank. Duties included the oversight of site preparation, station construction, pump installation, connections to transmission piping, testing and disinfection. Project responsibilities included project documentation, administration of contract change orders and progress payments, coordination with city staff and public, as-builts and utility coordination.



**Bogert Trail/Andreas Hills Booster Station, Palm Springs, CA:** Project Engineer/Inspector for this Booster and pipeline project. The maximum pumping capacity was approximately 4500 GPM. The station connected to elevated storage tanks in South Palm Canyon via transmission pipeline. The project included 7500 lineal feet of 12" mainline CMLC which connected the South Palm Canyon elevated storage tank to the Andreas Hills booster station. Duties as engineer and inspector were to ensure contractor compliance with plans and specs, coordinate with City officials, traffic control plan, testing and disinfection, and pavement replacement. Project responsibilities included project documentation, administration of contract change orders and progress payments, coordination with city staff and public, as-builts and utility coordination.

**Cathedral City Cove Pipeline Project, Cathedral City, CA:** Construction Inspector. Project included 1.5 miles of 8 inch distribution line through a hillside residential community within alluvial soil type through City streets stepping through three separate pressure zones. Project included connections to storage tanks and booster stations. Duties included the oversight of alignment, 8 inch main installation, traffic control compliance, service lateral installation, connections to storage tanks and booster stations, testing and disinfection, and street pavement replacement. Project responsibilities included project documentation, administration of contract change orders and progress payments, coordination with city staff and public, as-builts and utility coordination.

**Palm Springs Mesa Pipeline Project, Palm Springs, CA:** Project Engineer/Inspector for this mile long 12" pipeline installation project through a hillside residential area. The area is served by a booster located at the southern end of the city of Palm Springs. Streets are narrow and pipeline excavation was complicated by boulders. Traffic and construction were in often in conflict by the narrow streets. As engineer and inspector, scheduling was critical in order to minimize inconvenience and maintain ingress and egress to homeowners. In addition to the pipeline, the project included thrust protection and air relief valves. Project responsibilities included project documentation, administration of contract change orders and progress payments, coordination with city staff and public, as-builts and utility coordination.

**Murray Canyon/South Palm Canyon Pipeline Project, Palm Springs, CA:** Project Engineer/Inspector for this mile long 12 inch CMLC pipeline. It connected into elevated storage and used primarily to strengthen the area's existing 8 inch distribution piping and included street pavement replacement. Project duties included compliance with plans and specifications, coordination with City officials, review traffic control plans, perform testing and disinfection. Project responsibilities included project documentation, administration of contract change orders and progress payments, coordination with city staff and public, as-builts and utility coordination.

**Las Palmas (Old Movie Colony) Pipeline Project, Palm Springs, CA:** Project Engineer/Inspector for this two year main line construction. Project was divided into two consecutive contracts and completed by two contractors. The pipelines consisted mainly of 8 inch CMLC ductile iron and a small section of 12 in CMLC ductile iron piping. The new piping was tied into existing mains. The total length installed was approximately 25,000 lineal feet. Duties as inspector and engineer included the design, contract bid and award, compliance with plans and specs, Coordinate with City officials, traffic control compliance, service lateral and air relief valve installation, testing and disinfection, and street pavement replacement. Project responsibilities included project management, construction contract administration, project documentation, administration of contract change orders and progress payments, coordination with city staff and public, as-builts and utility coordination.

**Farrell Drive Pipeline Project, Palm Springs, CA:** Project Engineer/Inspector for this new 42" diameter mainline pipe installation in Farrell Drive. The transmission pipeline was approximately 3000 feet of 42 inch CMLC piping. Duties included design, contract bid and award, construction inspection for compliance with plans and specs, coordination with City officials, traffic control compliance, service lateral and air relief valve installation, testing and disinfection, and street pavement replacement.

**Palm Canyon Pipeline Project, Palm Springs, CA:** Project Engineer/Inspector for this 2 mile 12 inch CML ductile iron pipeline project located in the main commercial area. Coordinated with businesses disruption, with much of the work performed at night. Duties as inspector and engineer included the design, contract bid and award, compliance with plans and specs, coordination with City officials, traffic control compliance, service lateral and air relief valve installation, testing and disinfection.

**3MGD Tertiary Treatment Water Reclamation Facility, Palm Springs, CA:** Project/Construction Manager for this \$3M multimedia filtration tertiary treatment process with disinfection. Duties included planning engineering and construction of this multi year project.

**Surface Water Diversion Works Project, Palm Springs, CA:** Project /Construction Manager for this \$500k Upgrade to dam, diversion and sedimentation structures. Duties included planning engineering and construction of this multi year project.

**Multiple Well Projects, Palm Springs, CA:** Project Manager and Inspector for 4 high production wells ranging from 1,800 to 3,000 GPM with 24" bores and 18-20 casings. Well depths were between 800 and 1,000 feet. Duties included project inspection.

### EDUCATION

Northwest Lineman College - Certificate Line Worker Training Program - Oroville, CA  
US Coast Guard - Machinery Technician, Honorable Discharge

### INDUSTRY TRAINING AND CERTIFICATIONS

Nuclear Gauge Certification	Pole-top/Vault Rescue
ACI Field Sampling Certification	Aerial Lift Operation
Caltrans Laboratory and Field Testing	Certified Climber
Caltrans Soil and Asphalt Certification	Hydraulics Repair
Line Truck Operation	Training in Structural Steel Construction
First Aid/CPR	OSHA Training 1910-269 - Electrical Safety BMP
Slurry Seal Training	

### EXECUTIVE SUMMARY

Mr. Wylie has over 15 years of Construction Management and Inspection experience. He has provided inspection services on a variety of projects including traffic signal, street lighting, fiber optic interconnect, power, solar facilities, transmission, street reconstruction, slurry seal, sub drain systems, sub grade, base course, roadways, pavement rehabilitation, driveways, sidewalks and decorative flatwork, structures including bridge abutments, retaining walls, drop structures, channels, box culverts, utility trenches, building and housing pads, landscaping and irrigation systems, traffic signals and loops, street lighting, signage and monuments, parks and recreational facilities and various other ancillary work. He is familiar with City projects including administration and management for Land Development and Capital Improvements. He is familiar with state, federal and county procedures and practices including green book and Caltrans standards. He is familiar with NPDES and PM-10 dust control requirements. He is skilled and has experience in dealing with citizen complaints and resolving issues for local residents affected by construction projects. He has experience with inspection of all power related equipment and projects; including traffic signal, traffic control, interconnects, lighting as well as management of construction requirements for temporary traffic control, lane restrictions and lane closures.

### PROJECT EXPERIENCE

**Public Works and Land Development Inspection, City of Irvine, CA:** Senior Inspector providing daily inspections in support of the City of Irvine land development and capital program. Projects include, grading, street paving, slurry, flatwork, cast in place retaining walls, masonry walls, pedestrian and bike bridge, parks and multi use paths, landscaping, irrigation street lights, storm drainage pipe and structures. Prepares daily reports for all projects including manpower, quantities, equipment, activities, items of work, and sub contractors on site.

**Traffic Signal Projects, City of Irvine, CA:** Provides inspection for all Traffic Signals including Caltrans Interconnection for the City of Irvine. The locations include:

- ✓ Blizzard Way at Laguna Canyon Intersection Improvements
- ✓ Portola at Arrowhead Signal Modifications
- ✓ Barranca at Armstrong Signal Modifications
- ✓ Jamboree at Warner (Federal) Intersection Improvements
- ✓ Fortune Drive at Irvine Spectrum Intersection Improvements

Inspection duties include daily reports, photo records, coordination with contractor and project manager, traffic control, RFI's, progress payments and quantity takeoffs.

**500 Mega Watt Solar Field, Blythe, CA:** Quality Control/Assurance Inspection for this mega project. Inspection included racking, connections, materials compliance, and overall construction of the power components of the major solar field project. Duties included Daily reports that included photo records, quantity and material documentation, stockpile quantity, subcontractor workforce and equipment on site and daily activities

**10 Substation Improvement Project, Southern California Edison:** Performed Quality Control Inspection of Alhambra, Santa Barbara, Goleta, Moreno Valley, Torrance, Palm Desert substation line construction. Duties included quality control of materials, documented labor and materials at each site, verification of compliance with industry requirements and standard specifications.

**220 KVA Montrose Substation Construction Project, Tri-State Cooperative Utility Agency, Montrose, CO:** Performed inspection and quality assurance for this \$ 40 million 200KVA new substation. Project features included concrete structures, excavation, roadway construction, line construction, chain link fencing, gates, control room and site work.

**Maintenance Upgrades to 5 Substations, Southern California:** Inspection of temporary substation modifications in support of jumpering for power outages and reconnections for normal maintenance work. Inspected materials and confirmed their compliance with standards specifications for each location. Mr. Wylie documented labor, materials and equipment for each phase of work.

### EDUCATION

University of Riverside

### CERTIFICATIONS/LICENSES

A.C.I.A. Registration No. 5190

Fiber Optic Theory, Installation, Splicing, & Testing

Work Zone Safety Specialist

Type 170 Controller Programming

Resident Engineer Certification Academy

Construction Inspection Certification

Traffic Signal Technician Level I & II

Professionals Erosion Sediment Control Certificate

### EXECUTIVE SUMMARY

Mr. Burris has over 30 years of Public Works Maintenance, Engineering Technician, Public Works Inspection, and Project Management experience. He worked his way through maintenance to supervising inspection and construction for an entire City. Mr. Burris has also performed design, surveying, plan checking, development of city permits & ordinances, city standards, project management, project estimating, bid proposals, management of development securities, supervision of City staff & consultants, management of NPDES/WQMP permit compliance, and control of construction contracts and budgets. His extensive Construction Management and inspection experience allows him to expediently resolve complex construction issues as they arise. Ken's technical and leadership skills make him an excellent team member for any project role during the construction phase. Mr. Burris is familiar with local, state and federal requirements having provided inspection services for each of these categories of projects

### PROJECT EXPERIENCE

#### ***CAPITAL IMPROVEMENT PROJECTS***

**Jackson Drive Bridge and Roadway Widening Project, Murrieta CA:** Senior Public Works Inspector/Project Manager. Inspected and managed the construction of the \$5 million bridge widening including pile driving and installation camber calculation and survey, abutments, steel reinforcing, concrete deck, barrier walls, pavement section, and utility coordination.

**Murrieta Hot springs Road / Warm Springs Creek Bridge Project, Murrieta, CA:** Senior Public Works Inspector/Project Manager. Inspected and managed the construction of the \$12 million bridge widening including pile driving and installation camber calculation and survey, abutments, steel reinforcing, concrete deck, barrier walls, pavement section, and utility coordination.

**City of Murrieta-Line D and Line D-1 Storm Drain Realignment Project, Murrieta, CA:** Provided Resident Inspection services for this combination 1000 lf of 42" RCP and 900 lf of 108" box culvert drainage improvement project. Duties include preparing daily reports with workforce, equipment, operation description, materials incorporated into the work and photographic records of the site. Duties also include checking as-built drawings, holding weekly meetings with Contractor and City staff, preparing weekly statement of working days, calculating the Quantities of Bid item work for progress payments, preparing Daily Extra work reports for any T&M work or change order work. This \$4 million project includes 4 large junction structures, 16 manholes, site work, grading, landscaping, road crossing work at Madison Avenue, temporary shoring, NPDES/SWPPP compliance monitoring and pipeline and box culvert construction.

**La Cadena Street Beautification Project, Colton, CA:** Senior Inspector for this \$2.5 million project. Performed inspection and engineering duties for the reconstruction of La Cadena Blvd. Project included curb & gutter, decorative sidewalk, planters, trees, retaining walls, chip seal with ARAM surfacing, signalized intersections, driveways and landscaping.

**Jefferson Avenue Improvement Project, Murrieta, CA:** Senior Public Works Inspector/Project Manager for this \$4 million three miles of removal and reconstruction of Jefferson Avenue including storm drain system, water & sewer system, curb & gutter, signals, box structures, barrier walls, adjacent Madison Avenue detour grading and paving, fiber optic system.

**Barton Road Rehabilitation Project, Loma Linda, CA:** Senior Inspector for the \$6 million reconstruction of 3-miles of Barton Road in Loma Linda including the heat scarification and repave, curb & gutter, cross gutter and spandrels, traffic signals, storm drain, parkway landscape, median reconstruction, sidewalk, drive approaches.

**Whittier Blvd. Beautification Project, Whittier, CA:** Senior Inspector for \$8 million 3.5 mile street reconstruction and overlay, curb & gutter, sidewalk, driveways, traffic signals, median, retaining walls, storm drain, medians, and street lighting.

**Coal Creek Bridge/Murrieta Creek Bridge Project, Murrieta, CA:** Public Works Inspection Superintendent. Provided Inspection for the construction of \$28 million project for construction of two bridges. Coordinated with the developer on the utility installation. Duties included reports and inspection of the NPDES requirements for the SDRWQCB, coordination with Fish and Game, Army Corp. Engineers, permits and inspection, construction of streets curb, gutter, sidewalks, and tie-in of Vineyard Parkway.

**Line "D" and "D-1" Drainage Improvements/Mitigation Project, Murrieta, CA:** Project Manager/Public Works Inspection Superintendent. Managed project budget, staff and consultants for this \$4 million project. Duties included preparing reports, change orders, managing consultant material testing, review and approve project submittals, respond to RFI's, process and approve progress payments, payroll certifications and prepare Council staff reports.

**Regional Sewer Main Project, Lake Elsinore, CA:** Engineering inspector for the \$45 million Installation of 12" to 24" sewer mainline & lift stations with street restoration. Managed all construction activities and reports, construction schedules, utility coordination, road closure and detour coordination, daily traffic control, inspections of open trench safety and compliance with state Cal OSHA regulations, temporary/permanent street restoration, street striping restoration and punch list.

**Tuscany Hills Development/Grape Street Bridge, Murrieta, CA:** Engineering Inspector for \$60 million Grape Street Post Tensioned bridge. Performed daily inspections and reports of mass grading and infrastructure construction work over the environmentally sensitive San Jacinto River.

**5-Point Signal Intersection Project, Corona CA:** Senior Public Works Inspector. This \$600,000 project consisted of signal improvements with relocation of street lighting and new street improvements.

**Rimpau Bridge Widening/91-Freeway Crossing, Corona, CA:** Senior Public Works Inspector for \$16 million Project. Coordinated with CalTrans and utility agencies. Performed Inspection duties and reports for the widening of the bridge .

### **LAND DEVELOPMENT PROJECTS**

**Greer Ranch Development Tract 29640, Murrieta, CA:** Provided Construction Management and Inspection for this major land development project by Lennar and Richmond America. The project features included 675 residential lots, arterial streets, mass grading, storm drain, Traffic Signals, Parks and NPDES Erosion Control.

**Winfield Development Tract 30172, Murrieta, CA:** Provided Construction Management and Inspection for this major land development project by Woodbridge Homes. The project consisted of 62.5 Acres into 25 lots. The project features included arterial streets, mass grading, storm drain, Traffic Signals, Parks and NPDES Erosion Control.

**Lantana Development Tract 32266, Murrieta, CA:** Provided Construction Management and Inspection for this major land development project by DR Horton. The project consisted of 36.3 Acres into 95 lots. The project features included arterial streets, medians, grading, storm drain, Traffic Signals, Parks and NPDES Erosion Control.

**Bell Flora Development Tract 29956, Murrieta, CA:** Provided Construction Management and Inspection for this major land development project by Lennar. The project consisted of 38 Acres into 118 lots. The project features included arterial streets, medians, grading, storm drain, Traffic Signals, Parks and NPDES Erosion Control.

**North Oaks Development Tract 32475, Murrieta, CA:** Provided Construction Management and Inspection for this major land development project by Lennar. The project consisted of 23 Acres into 273 Condominium Units. The project features included arterial streets, medians, grading, storm drain, Traffic Signals, Parks and NPDES Erosion Control.



### EDUCATION

BA Management, Michigan State University

### REGISTRATION/LICENSE

Licensed General Contractor # 933534 (Class B)

### EXECUTIVE SUMMARY

Mr. Reidinger has over 23 years of experience in construction and project management for land development projects within Southern California and internationally. John has extensive experience managing the day to day challenges of construction projects. His greatest strength lies in his ability to visualize the finished product in its roughest form. He has successfully managed and trained personnel. John has experience in public and private construction projects including construction management, personnel management, environmental compliance, city and agency permitting, plant science, management of site staff and contractor's staff, coordination with agency/owner staff for operational start up and design implementation. He has managed and enforced environmental protection of impacted and non-impacted areas within the project and adjacent properties, while maintaining productive construction progress. He has also managed rough grading projects in excess of 12 million cubic yards, with varying degrees of soil and weather conditions. Through John's project management role he has adapted to cultural gaps and learned to speak Spanish and Japanese.

Johns' extensive background in managing all facets of major public projects has allowed him to build a successful track record in recruiting, training and leading a dedicated project staff through construction and into permanent operations. John is a seasoned self-starter who will represent our clients whole heartedly and will get the job done.

### PROJECT EXPERIENCE

**Salt Creek Trail, City of Laguna Niguel, CA:** Construction Manager for this \$600k trail Improvement project. Project features include multi use trail with retaining walls, monuments, trail signage, planting, DG trail surface, landscape ties and utility relocation. Duties include overseeing contractors work product, managing site inspection, administration and materials testing staff, managing and administering the construction contract budget, review of contractor schedule and progress, preparing daily, weekly and monthly reporting to update the city staff, manage the construction project progress, oversee labor compliance, provide submittal reviews, respond to contractors RFI's, RFC's, process monthly progress payments, coordinate with local utility and city department staff.

**Crown Valley Community Park, City of Laguna Niguel, CA:** Construction Manager for this \$5 community park Improvement project. Project features include new amphitheatre, public restrooms, splash pad, playground equipment, tree removal, mass grading, roadway and utility improvements, stage lighting, pathway lighting, street lighting, stormwater BMP placement and compliance, fencing, railing, specialty stage canopies and various community art projects incorporated throughout the project. Duties include overseeing contractors work product, managing site inspection, administration and materials testing staff, managing and administering the construction contract budget, review of contractor schedule and progress, preparing daily, weekly and monthly reporting to update the city staff, manage the construction project progress, oversee labor compliance, provide submittal reviews, respond to contractors RFI's, RFC's, process monthly progress payments, coordinate with local utility, community artists and city department staff.

**City Hall Landscaping Improvement Project, Corona, CA:** Construction inspector for this \$300k replacement of existing landscaping and irrigation to new drought tolerant pallet of species and irrigation system. Duties include ensuring contractor compliance with project plans and specifications, prepare daily documentation of the project, coordinating with city operations staff and project manager.

**Citrus Circle Utility Project, City of Corona, CA:** Construction inspector for this \$400k utility project providing new fire service lines, new potable water lines and irrigation lines for development project. Duties include ensuring contractor compliance with plans and specifications, prepare daily documentation of the project, coordinating with city operations staff and project manager.

**Marine Drive Park Soccer Field, Manhattan Beach CA:** Construction manager for this \$1.5 million synthetic turf park project. Duties include ensuring contractor compliance with plans and specifications, prepare daily documentation of the project, administer the contract, prepare and negotiate contract change orders, respond to RFIs, process submittals, coordinate materials testing sub-consultant, and coordinate with City departments.

**2013 Annual Sewer Manhole Rehabilitation Project, Manhattan Beach, CA:** Resident Inspector for this \$300 k Rehabilitation of sewer manholes and lid replacements throughout the City. Work included primary arterials like Sepulveda Street which required Caltrans coordination and traffic control. Duties include ensuring contractor compliance with plans and

specifications, prepare daily documentation of the project, administer the contract, prepare and negotiate contract change orders, respond to RFIs, process submittals, coordinate materials testing sub-consultant, and coordinate with City departments.

**East Orange County Water District - Stoller Reservoir—Orange, CA.** Construction Manager for new 250,000 gallon water tank installation including piping, electrical monitoring equipment and site improvements. Responsible for managing inspection staff, project schedule, submittals, change orders, construction observation and project close-out management.

**El Toro Water District -Administration Building Improvement Project; El Toro, CA.** Project Manager for the Upgrade and Remodel of a 2,200sf administration building. The upgrade consisted of a 2,200sf building extension, HVAC, electrical replacement and interior remodeling. Responsibilities included all aspects of project management, from project initiation to the project completion. Management of field inspection staff included special inspection and deputy inspection staff, oversight of all work to ensure quality workmanship, and monitored adherence to the safety policy and timeline.

**Pardee Homes, Canyon Hills, Lake Elsinore, CA.** As the Construction Manager for this residential development (160 acres, 434 homes, domestic water tank, streets, sewer, water, storm drain, electrical) responsibilities included contract review, clarification of scope of services, review of third party contracts, and attendance at regularly scheduled construction meetings. Other duties included preparing weekly progress reports to update status of all deliverables and daily reports, test results, labor and equipment log, site photos, monthly status reports, review and coordination of construction schedule, administer submittals, requests for information, change orders, and progress payments.

**Santa Monica Downtown Traffic Signal Upgrades, Santa Monica CA:** Construction Manager for delivery of Construction Management Services on this \$4 million federally funded fiber optic interconnects and video detection traffic signal project throughout downtown Santa Monica and at several critical outlying intersections. Project features include traffic closures for arterial downtown streets with heavy pedestrian traffic, street improvements, utility connections and proactive public relations.

**Los Angeles Zoo Bond and Capital Improvement Program, Los Angeles, CA:** Construction Manager for the Pachyderm Forest, Campo Gorilla Reserve and Golden Monkey Exhibit. Total construction budget is \$80M. Duties included construction management, contract administration, submittal processing and review, scheduling, cost estimating, constructability reviews and construction administration.

**Lake Mary Road Bike Path---Mammoth Lakes CA.** Project Manager - Attend bi-monthly site meetings and support on site inspector. Project involves street widening of Lake Mary Road through slope grading, adding retaining walls varying in heights and installation methods such as the use of soil nails, cast in place or stacked block walls. Trail was constructed in compliance with local trail specifications including 12 bridges, one precast tunnel and fencing. This project was adjacent to National parks and environmental areas.

**San Geronio Park---San Clemente, CA.** Project Manager. Attended weekly site meetings, utilized an automated database system managing and controlling Submittals, RFI's, PCO's CCO's and contractors' billings. Project included reconstruction of ball fields, backstops, fencing, bullpens, batting cages, dry and wet utility installation, drainage structure improvements and park lighting fixture replacement.

**RCCD ADA Assessment Survey - Riverside, CA:** Project Manager for ADA survey data collection and documentation, using on site computer entry for all existing college campuses within the Riverside Community College District. Coordinated with Campus Security & Administration regarding survey crew schedules for campus and building accessibility. Managed, trained and up-dated survey crews with current ADA codes. Reviewed and assessed final keynote documents and AutoCAD plans for submittal.

**LACCD ADA Assessment Survey, Los Angeles, CA.** Project Manager under contract with BOA. Responsible for the exterior building access, pathways and parking lot, ADA survey data collection and documentation of existing college campuses in the Los Angeles College Campus District. Coordinate directly with Campus Security & Administration regarding survey crew scheduling and accessibility. Manage, train and update survey crews with the current ADA codes. Review of all survey data entry with compliance codes prior to submitting.

**Strawberry Farms, Irvine, CA:** Director of Golf Development - John managed the project and construction of this multi-million land development project. Some of John's project accomplishments include: Facilitated bid packages, organized pre-bid site reviews and awarded contracts totaling \$15.5 million. Coordinated and managed the 18-hole golf course construction and all related infrastructure, (power distribution, sewer, water, dry utilities, street, street traffic signal control and structures). Designed an alternative to perimeter fencing by implementing a three phase clearing plan which generated a cost savings of \$40,000. Designed and acquired engineering approval on an alternate method for flood channel slope protection; reducing negative impact to the natural creek, generating a cost savings of \$300,000.00. Reduced construction traffic impact on natural areas by working closely with rough grading, assuring proper placement of soils in the turf grass areas. Created waterfall feature behind the 18 green saving \$100,000.00 in plumbing and electrical material cost though combining the irrigation pump station and the water feature pump, sharing the same discharge manifold and lake intake line.

### EDUCATION

Rancho Santiago College, CA: Public Works Inspection Certification Program

### CERTIFICATIONS

Trench Excavation Safety	Water Distribution D-3, DHS #8071	Confined Space Training
Water Distribution D-3	Cross-Connection Control Specialist Training	10 Hr OSHA Class
Water Treatment T-2	Backflow Certification Training	30 Hr OSHA Class

### EXECUTIVE SUMMARY

Mr. Hall has over 28 years of experience in the engineering and construction industry. He has worked for the City of Corona as an Engineering technician and worked his way up to Supervising Inspector with up to 8 inspectors reporting to him. He has a strong operations background in public works and water/wastewater projects. He has extensive recent experience in inspecting and managing the construction of facilities in the area of water, sewer and recycled water which includes Pipelines, Sewer Lift Stations, Plant head works, Reservoirs, PRV Stations and Booster stations. He has also supervised staff performing these same duties. He has inspected many large scale development projects as Corona has experienced rapid growth over the past 20 years. He is able to resolve field and operational issues related to the construction of infrastructure projects through a very detailed knowledge of the systems' operational requirements, construction contractors means and methods, and by developing and maintaining good working relations with contractors, agency staff and other local agencies to effectively complete projects. Tom also has significant experience in managing materials testing and geotechnical consultants and preparing testing plans for projects.

### PROJECT EXPERIENCE

**Metro Center Development Project, Corona, CA:** Resident Inspector for this 12 month development in the heart of Corona. This \$40 M mixed use development project features include mass grading, replacement of storm drain system, new water, sewer and fire lines, street work and structures. Duties include oversight of quality control for construction, preparing daily inspection reports, photo records, bid item quantity calculations, check contractor's stormwater BMP's are in place and traffic control for conformance with specific traffic control plans and the WATCH manual.

**Butterfield Recycled Waterline Project, Corona, CA:** Supervising Inspector for this \$2.2 M 24" HDPE and 20" DIP recycled water line between Norco and Corona adjacent to the Corona Municipal Airport. The project features include direction drilling on a 12hr shift, 7 days a week to complete the 2,400 lf of 24" HDPE and 24" DIP connection. Duties include coordination with city project manager, airport manager and inspection management staff as well as paleontology, materials testing and environmental consultants. Duties include review of daily reports, photographic records, construction contract administration and contract compliance.

**Hummingbird PRV Station Project, City of Corona, Riverside County, CA:** Supervising Inspector for this \$1 million upgrade to the Pressure reducing Valve Station on Hummingbird Avenue.

**Masters Drive Recycled Waterline Project, City of Corona, Riverside County, CA:** Supervising Inspector for the 2.3 mile long recycled water line through City streets. This \$2.5 million Capital Improvement Project includes 8" and 12" Ductile Iron Pipe (DIP) recycled lines to allow for use of recycled water at city facilities including parks and other landscaped areas. Pipe is constructed with restrained joints and is double bagged for corrosion protection. Project includes various tie-ins, pressure testing, chlorination and flushing, valves, appurtenances and meter installations. Duties include oversight of quality control for construction, preparing daily inspection reports, photo records, bid item quantity calculations, check contractor's stormwater BMP's are in place and traffic control for conformance with specific traffic control plans and the WATCH manual.

**El Cerritos Road Waterline Replacement Project, City of Corona, Riverside County, CA:** Supervising Inspector for this \$1 million 24" DIP waterline replacement project. Mr. Fikes provided inspection and coordination of replacement of steel water mains, residential services, air-vacs and fire hydrants for the City of Corona in unincorporated Riverside County. This project included about 2,500' of pipeline, street demolition and reconstruction, curb and gutter, coordinating materials testing and surveying representatives, handling citizen issues, tie-ins, de-chlorinization, BAC-T testing and flushing of three separate water zones.

**Cajualco Recycled Water Line Project, Corona, CA:** Senior Inspector for this 6 block new pipeline project. Project features included consisted of installing 6", 8" and 12" DIP recycled water mains, blow-offs and air-vacs, paving, curb and gutter. Duties include oversight of quality control for construction, preparing daily inspection reports, photo records, bid item quantity calculations, check contractor's stormwater BMP's are in place and traffic control for conformance with specific traffic control plans and the WATCH manual.

**Ontario Water Line Project, Corona, CA:** Senior Inspector for this 6 block new pipeline project. Project features included consisted of installing 12" DIP water mains, blow-offs, fire hydrants, service connections, and air-vacs. Project also included trench compaction, paving, curb and gutter. Duties include oversight of quality control for construction, preparing daily inspection reports, photo records, bid item quantity calculations, coordination with DWP operations staff, check contractor's stormwater BMP's are in place and traffic control for conformance with specific traffic control plans and the WATCH manual.

## EDUCATION

Water Technology Degree - Palomar College, Escondido, CA

## CERTIFICATIONS

Trench Excavation ACWA/JPIA

Water Distribution D-3, AWWA #23030

Water Treatment T-2, DHS # 20083

NACE Coating Inspector Level 1 #32765

Confined Space ACWA/JPIA

Water Distribution D-5, DHS #8071

Cross-Connection Control Specialist, DHS # 13151

Backflow Certification Tester, DHS #PI000248

NASSCO - Cured in place pipe. CIPP-911-0643

ACI Concrete Field Testing Technician #01140400

## EXECUTIVE SUMMARY

Mr. Fikes has over 25 years of experience in the engineering and construction industry. He has worked for a water district starting in operations and maintenance and then transitioning to Senior Engineering Inspector. He has extensive experience in inspecting and managing the construction of facilities in the area of water, sewer and recycled water which includes Pipelines, Sewer Lift Stations, Plant head works, Reservoirs, PRV Stations and Booster stations. He has prepared standardized inspection procedures for land development projects as well as standard operating procedures for daily inspection reporting. He has assisted in the development of District Standards. He has planned and executed hundreds of system shut downs to upgrade, repair or replace overtaxed or failing water or sewer appurtenances. He has inspected and certified conformance of completed work including all backflow devices that are installed on new district and developer projects. He is able to resolve field and operational issues related to the construction of infrastructure projects through a very detailed knowledge of the systems' operational requirements, construction contractors means and methods, and by developing and maintaining good working relations with contractors, agency staff and other local agencies to effectively complete projects.

## PROJECT EXPERIENCE

**Highway 91 Design-Build Project, Corona, CA:** Mr. Fikes was Senior Construction Inspector for the Billion Dollar fast paced Design Build Project in Corona, California. Phil performs inspection for water, sewer and storm drain facilities for Wallace & Associates as a partner of the Parsons Construction Management Team for this local mega project.

**Butterfield Recycled Waterline Project, Corona, CA:** Resident Inspector for this \$2.2 M 24" HDPE and 20" DIP recycled water line between Norco and Corona adjacent to the Corona Municipal Airport. The project features include direction drilling on a 12hr shift, 7 days a week to complete the 2,400 lf of 24" HDPE and 24" DIP connection. Duties include coordination with city project manager, airport manager and inspection management staff as well as paleontology, materials testing and environmental consultants. Duties include preparation of daily reports, photographic records, construction contract administration, contract compliance, and oversight of second inspector during the 12 hour shifts.

**California American Water, Grand Ave. & Bonita Rd Pipeline & Service Replacement Project, Pasadena, CA:** Resident Inspector for this \$700k project which featured 2,700 lf of 8" DIP (double wrapped), 90 service connections, one fire hydrant, inline valves and paving. Duties included preparation of daily reports, photographic records, construction contract administration, contract compliance, high and low chlorine flush testing, coordination of compaction testing, coordination with City inspectors and preparation of project as-built plans.

**Standby Inspection Services, Eastern Municipal Water District, CA:** Inspected third party construction projects within EMWD area for construction contract and agency specification requirements and procedures for pipeline, service connections and pipe crossings.

**Hummingbird PRV Station Project, City of Corona, Riverside County, CA:** Resident Inspector for this \$1 million upgrade to the Pressure reducing Valve Station on Hummingbird Avenue.

**Masters Drive Recycled Waterline Project, City of Corona, Riverside County, CA:** Resident Inspector for the 2.3 mile long recycled water line through City streets. This \$2.5 million Capital Improvement Project includes 8" and 12" Ductile Iron Pipe (DIP) recycled lines to allow for use of recycled water at city facilities including parks and other landscaped areas. Pipe is constructed with restrained joints and is double bagged for corrosion protection. Project includes various tie-ins, pressure testing, chlorination and flushing, valves, appurtenances and meter installations. Duties include quality control for construction, preparing daily inspection reports, photo records, bid item quantity calculations, check contractor's stormwater BMP's are in place and traffic control is in conformance with specific traffic control plans and the WATCH manual, verify proper material is used in the construction and coordinate testing of materials in place as part of the Quality Assurance plan.

**El Cerritos Road Waterline Replacement Project, City of Corona, Riverside County, CA:** Project Inspector for this \$1 million 24" DIP waterline replacement project. Mr. Fikes provided inspection and coordination of replacement of steel water mains, residential services, air-vacs and fire hydrants for the City of Corona in unincorporated Riverside County. This project included about 2,500' of pipeline, street demolition and reconstruction, curb and gutter, coordinating materials testing and surveying representatives, handling citizen issues, tie-ins, de-chlorinization, BAC-T testing and flushing of three separate water zones. Project role included working closely with the County of Riverside



**Waterline B Replacement Project, EVMWD, Wildomar, CA:** Project Inspector for this \$2.2 million waterline replacement project. Mr. Fikes provided inspection and coordination of replacement of a 50 year old ACP and steel water mains, residential services, air-vacs and hydrant runs services in the residential areas of Wildomar. This project included complex tie-ins of three separate water zones. The project also included installation of PRVs to residential homes to accommodate the increased pressure. Project role included working closely with the County of Riverside Inspector and the public. Project scope also included repair and replacement of street, aggregate base, trench paving with grind and overlay.

**Canyon Lake Sewer Lining, Canyon Lake, CA:** Construction Inspector for this cured in place pipe sewer lining project which improved the clay pipe that travel under the length of the lake. Duties included project documentation; verify that work was performed in accordance with the plans and specifications and coordinate work with city staff.

**Greer Ranch Development, Lennar Homes, Murrieta, CA:** Senior Engineering Inspector. This was a 1200 unit master planned development project that included the construction of four water reservoirs, two at the 1850' elevation and two at 2050' elevation. All the water mains appurtenances, sewer mains and laterals were installed inspected and tested. The Greer Ranch Water Booster Pump Station was constructed adjacent to the existing 1650 reservoir site on Nutmeg Avenue and the The Greer Ranch Sewer Lift Station was constructed on Clinton Keith Road. A 1,000 ft section of 6" DIP sewer force main was designed and installed on Clinton Keith Rd to the 15" gravity sewer main that carries the district's sewer to other lift stations until it reaches the Regional Sewer Treatment Plant on Chaney St in Lake Elsinore. The project included three PRV Stations inside the gated community. Performed all testing on water and sewer appurtenances and stations for this project.

**North Reach 54 inch Sewer Line Project, EVMWD, Lake Elsinore, CA:** Resident Inspector. Provided inspection, project management and technical support for this \$20 million project. The project was designed to accommodate the overtaxed sewer system in the Lake Elsinore valley; the new 54" concrete sewer main was installed from the Lakeshore Bridge with an open cut area of three miles into Old Town Lake Elsinore. Directional bore was used through the city limits and connections were made to the Districts existing sewer mains as well as the EVMD station on Minthorn Avenue. He worked with the design engineer to abandon this high pressure line (1650) and connect and install a new 8" C-900 water main and services off the (1434) zone. He inspected hydro-test, CL2 and pulled Bac-t samples for the adjusted water lines on this project. He also attended all weekly progress meetings and coordinated traffic control issues and SWPPP's with the City Inspectors. He was responsible for inspection of the street work, including rubberized asphalt, replacement of curb and gutters, driveways, signage, wireless traffic loop system, traffic signal interconnects, traffic markings and striping, traffic control and public relations.

**Longhorn Drive Water Line Replacement Project, Canyon Lake, CA:** Senior Engineering Inspector. Replacement of six miles of existing 6" ACP with new 12" Ductile Iron Pipe. This project consisted of the removal of the existing 6" ACP while high lining sections of the water system to keep them in service and installing the new 12" DIP water main and new 1" and 2" copper services, hydrants and air-vacs. He was responsible for conformance of traffic control and public communications. Mr. Fikes worked very closely with the soils tech on this project due to the poor soils conditions which was mostly shell rock; sand with an SE of 30 was used for bedding and cover.

**Recycled Water Line Project, Wildomar, CA:** Senior Inspector/ Technical Support. This project consisted of installing 6,000 ft of 6", 8" and 12" C-900 recycled water mains, blow-offs and air-vacs that connected the EVMWD recycled water mains to feed recycled water to the City of Wildomar. The specs were written to have all the backfill material imported and required full time inspection by consultant inspector. Mr. Fikes acted as the coordinator and tech support for the project. He worked closely with the City of Wildomar inspector, the contractor and the project management staff. This project had above ground metering and backflow connections that he inspected and certified.

**Mission Trail 30" Waterline Replacement Project, Lake Elsinore, CA:** Resident Inspector for this 30" C-905 water main replacement and appurtenances. The project consisted of removing the 30" C-905 and replacing it with 30" Ductile Iron Pipe. This waterline was in the center of a main street and various stages of traffic control and Storm Water BMP staging was required through the construction. Coordinated with the soils tech and scheduled them for compaction testing. In addition to the main line construction, new copper 2" and 4" services were installed as well as new connections to the existing DCDAs, air-vacs and hydrant runs.

**Woodmore Development, Brem Homes, Lake Elsinore, CA:** Senior Inspector on this 91 unit tract development project which included the installation of all the water and sewer mains, services and laterals. Project also included the inspection of a new 500,000 gallon reservoir at the 2050' elevation with access roads and site work. The District had an existing reservoir near this project (Bryant St Reservoir at 1650' elevation); the project also included a Booster Pump Station. A 20" SDR-35 sewer main was constructed from Grand Avenue to the project boundary.

### EDUCATION, TRAINING & CERTIFICATIONS

Trench Excavation Safety  
Cla-val Certified for Installation, operations and Maintenance  
Cross-Connection Control Specialist Training  
Backflow Certification Training

Confined Space Training  
10 & 30 Hr OSHA Class  
Water Distribution D-2  
Water Treatment T-1

### EXECUTIVE SUMMARY

Mr. Mitchell has over 30 years of experience in the engineering and construction industry. He has worked for the City of Lake Elsinore and the Elsinore Valley Municipal Water District in various functions. He started in the maintenance division and gained knowledge of construction and water operations to become a senior inspector managing various water and sewer facility construction projects. He has a strong operations background in public works and water/wastewater projects. He has extensive recent experience in inspecting and managing the construction of facilities in the area of water, sewer and recycled water which includes Pipelines, Sewer Lift Stations, Plant head works, Reservoirs, PRV Stations and Booster stations. He has also supervised staff performing these same duties. He has inspected many large scale development projects in and around the Lake Elsinore region. He is able to resolve field and operational issues related to the construction of infrastructure projects through a very detailed knowledge of the systems' operational requirements, construction contractors means and methods, and by developing and maintaining good working relations with contractors, agency staff and other local agencies to effectively complete projects. Tom also has significant experience in managing materials testing and geotechnical consultants and preparing testing plans for projects.

### PROJECT EXPERIENCE

**Highway 91 Design-Build Project, Corona, CA:** Mr. Mitchell was Senior Construction Inspector for the Billion Dollar fast paced Design Build Project in Corona, California. Chuck performs inspection for water, sewer and storm drain facilities for Wallace & Associates as a partner of the Parsons Construction Management Team for this local mega project.

**Sepulveda Water Main Replacement Project, Manhattan Beach, CA:** As-Needed Inspector for \$1.5 M water main replacement project on US Highway 1/Sepulveda Blvd. Project features include trenching on 6 lane State Highway, potholing, utility relocation connections to existing system, valve replacement, fire hydrant replacement, air release valves, trench compaction, aggregate base, asphalt paving and traffic control. Duties include daily reports, construction QA inspection, coordination with City utility department maintenance and operations staff, coordinating materials testing activities and coordination with Caltrans Inspector.

**Sewer Force Main Project, Canyon Hills, CA:** Resident Inspector for the new force main within the community of Canyon Hills. Project features included one quarter mile of 6" C-900 pipe for sewer force main, with 10 gage locator wire on pipe with restrained joints, crushed rock bedding and inspection of compaction for this new project. Duties include oversight of quality control for construction, preparing daily inspection reports, photo records, bid item quantity calculations and check contractor's stormwater BMP's are in place and traffic control for conformance with specific traffic control plans and the WATCH manual.

**Sewer Lift Station Project, Canyon Hills, CA:** Resident Inspector for this new sewer lift station. Project features included Lift station wet well 4000 gallon capacity with a 6000 gallon overflow wet well capacity, 275 KW generator, telemetry/panel room for VFD soft start for the motors and transfer switch and SCADA telemetry system. Wet well works off of float system and pressure transducer for pump control. Duties include oversight of quality control for construction, preparing daily inspection reports, photo records, bid item quantity calculations, check contractor's stormwater BMP's are in place.

**Water Main Project, Lake Elsinore, CA:** Resident Inspector for the waterline installation for the Summerly Homes Development, Ryland Homes. Project included 72,000 linear feet of 8" C-900 water main with restraints, valve assemblies, air vacs, blow offs and fire hydrants. Locator wires ran to hydrant spools, splash pads and locator wire installed in wire enclosure. Locator wires are run to the fire hydrants for easy location of pipes. The pipe was installed under 6" of sand bedding, locator wire installed on pipe and 12" of sand over top of pipe. Water jetted for compaction, backfilled at 90% compaction with 95% relative compaction on the top lift. Concrete pads were installed under all valve assemblies, blow offs, fire hydrants, etc. Duties include oversight of quality control for construction, preparing daily inspection reports, photo records, bid item quantity calculations and check contractor's stormwater BMP's are in place and monitor traffic control for conformance with specific traffic control plans and the WATCH manual.

**Water Main Project, Lake Elsinore, CA:** Resident Inspector for this new water main in Canyon Hills Development. Project included 92,000 linear feet of 8" C-900 water main and 8" C-900 purple reclaimed water pipe, water valve assemblies, concrete pads under valves, under blow off assemblies and fire hydrant assemblies as well as reclaimed blow offs and concrete splash pads on all blow offs, fire hydrants, Coordinated materials testing with Geotech consultant for material compliance and compaction testing of all lifts. Duties include oversight of quality control for construction, preparing daily inspection reports, photo records, bid item quantity calculations and check contractor's stormwater BMP's are in place and monitor traffic control for conformance with specific traffic control plans and the WATCH manual.

### EDUCATION

APWA Construction Inspection Certificate Program - Palomar College, San Marcos, CA 1988

### CERTIFICATIONS

California Grade 1 Water distribution certification  
Confined Space Training  
CPR Training

ACWA -Water Treatment Certification  
Cal OSHA Classes

### EXECUTIVE SUMMARY

Mr. Hatcher has 25 years of construction industry experience with strong background in public water agency construction management and inspection services. He has provided management and observation of multiple projects including primarily water and wastewater projects. He has been the primary inspector for a variety of land development, reservoir structures, retaining walls, paving, pipeline, plant head works, pump stations, trunk sewer, valves, blow offs, cathodic protection, steel tank coating inspection, welding inspection as well as city street construction, storm drain, wet and dry utilities, landscaping, irrigation, and facilities. Mr. Hatcher has also provided construction management, implementation, documentation, and compliance with state and federal procedures and practices.

### PROJECT EXPERIENCE

**Rancho California Water District, Temecula CA:** Construction Inspector providing resident inspection services for this \$8 million Recycled Pond project. The project features include 1.5 million cubic yards of grading, construction of new pond number 5 and relining other ponds with new foundation and membrane, drainage structures, connection piping systems and controls, road construction, landscaping and irrigation. Duties include daily reports with photographic records, detailing the workers, equipment, activities and material incorporated into the project each day. Duties also include utility coordination, coordination of materials testing, geotechnical and other specialty inspection consultants.

**Land Development and Public Works CIP Inspections, City of Menifee, CA:** Construction Inspector for Land Development and Capital Improvement Projects throughout the City of Menifee. Projects include Storm Drain, Utility Coordination, Water and Sewer connections, annual paving program, street improvement and new roadway construction, park and median improvements, lighting, street light and traffic signals, and mass grading. Duties include daily reports with photographic records, detailing the workers, equipment, activities and material incorporated into the project each day. Duties also include utility coordination, coordination of materials testing, geotechnical and other specialty inspection consultants.

**Rancho California Water District, Temecula CA:** Construction Inspector providing resident inspection services for this \$4 million 56" pipeline relocation project in support of the new interchange project for the \$100 million French Valley Interchange project in the Cities of Murrieta and Temecula. Project work includes 12" and 24" bypass installations prior to removal of 54" mainline relocation and abandonment in place. Duties include daily reports with photographic records, detailing the workers, equipment, activities and material incorporated into the project each day. Duties also include utility coordination, coordination of materials testing, geotechnical and other specialty inspection consultants.

**Coachella Valley Water District, Palm Desert, CA:** Construction Inspector for various water projects throughout the Coachella Valley Water District. Projects include mainline, street work, wells, detention basins, manhole structures, valves, blow-offs, cathodic protection, pump stations, headworks, plant facilities, sewer systems, and other items associated with providing water and sewer facilities within the district. Mr. Hatcher was responsible for daily reporting, photo records, acceptance of facilities and coordination with contractors and owners in implementing these projects.

**Rancho California Water District, Temecula, CA:** As an employee for 25 years with the Water District Mr. Hatcher held positions in operations, maintenance, inspection and engineering departments. Below is a list of some of the projects that he inspected for the district as their representative.

- **Margarita Road Pipeline, Temecula, CA:** Resident Inspector for approximately 5000 LF of 54" CML&C waterline from Margarita road to County Center Drive. Inspected pipe welding 100% inside and out. Project cost was approximately \$1.3 million.

- **Redhawk Development Waterline, Temecula, CA:** Resident Inspector for approximately 4000 LF of 24" CML&C Pipe through hilly terrain to serve the Redhawk and Vail Ranch area. The pipeline travelled along Anza Road, tied into an existing 24" from an existing reservoir site to complete a loop system.
- **Murrieta Valley Trunk Sewer, City of Murrieta, CA:** Resident Inspector for Phase 1 and 2 of this new 48" main trunk line sewer. Phase 1 project was about three miles of sewer line and valued at \$9 million. Phase 2 was an additional \$3 million in construction cost. The project also included miles of street paving inspection and utility relocation and coordination. The project travelled through private ranch communities and 1,400 feet of 36" diameter micro-tunneling was implemented to reduce impact to community. Street paving for Brown Street and Adams Avenue was included in the project. The main trunk line construction was as deep as 24" in places and required double box shoring. Manholes were 60" and 72" size. Inspection duties included daily reports with contractors' labor and equipment, job site photos, coordination with district engineer and evaluation of construction quantities for progress payment and completeness of the work.
- **Recycled Water and Storage Pond Facility, City of Murrieta, CA:** Construction Inspector for this water storage area that was re-graded and combined into a recycled storage reservoir. The project included upgrading the existing pump station and installation of new piping and valving. The cost was about \$1.2 million for this converted 3.5 MG capacity reservoir.
- **Re-Coating 8 Million Gallon Tank, City of Temecula, CA:** Provided inspection for the sand blasting and re-coating of this eight million gallon steel storage reservoir.
- **New Sewer and Street Paving, City of Murrieta, CA:** Construction Inspection for the installation of 4.5 miles of 16"C905 pipe and the re-paving of Nutmeg, Cal Oaks Street and Calle Del Oro. Inspection duties included trench cut, backfill material compliance, video inspection, compaction and paving material inspection. Prepared daily reports with contractors' workforce and equipment and provided coordination with District engineering staff and City engineering staff.
- **Wastewater Treatment Plant, City of Murrieta, CA:** Construction Inspector for the modification of detention chambers and adding new ones and installation of a new lift station.
- **Butterfield Stage Pump Station, City of Temecula, CA:** Construction inspection for four new 250 hp electric motor pumps.
- **Cal Oaks Pump station, Murrieta, CA:** Construction Inspector for the replacement of three 150 hp motors, a surge tank and new MCC panels.
- **Well Numbers 151, 145 and 141, Temecula, CA:** Construction Inspector for three water wells that were drilled to 1,050 ft depth. Inspection included all well equipment installation and connection to main line.
- **Butterfield station Waterline, Temecula, CA:** Provided Construction Inspection for this 2 mile new main water line with sections of 24" and 30" Cement Mortar Lined Concrete steel pipe. (CMLC) Inspection included welding, horizontal and vertical control, excavation, backfill, chlorination and pressure testing, blow off valves, shut off and control valves for this new district main line.
- **Water Inspections in Support of Land Development projects, Murrieta and Temecula, CA:** Provided district inspection and approval for thousands of tract development as these two cities grew from 20,000 to over 200,000 population. Inspections included all domestic water and sewer for this fast growing area of development.



### EDUCATION

Water Technology Certification Palomar College, Escondido, CA

### CERTIFICATIONS

Water Technology Degree - Palomar College

Water Treatment T-1,DHS

Backflow Certification Tester

NASSCO - Cured in place pipe. CIPP-911-0643

Recycled Water Site Supervisor Certificate

Water Distribution D-3, DHS

Water Distribution D-2, AWWA

NACE Coating Inspector Level 1

ACI Concrete Field Testing Technician Grade 1

### EXECUTIVE SUMMARY

Mr. Smith has over 20 years of experience in the engineering and construction industry. He has worked in the water industry since 1990 starting in operations and maintenance and then transitioning to Supervising Engineering Inspector. He has extensive experience in inspecting and managing the construction of facilities in the area of water, sewer and recycled which includes pipelines, Sewer Lift Stations, Reservoirs, PRV Stations and Booster stations. He has agency maintenance and operations experience holding positions in meter service department. He has extensive inspection experience for land development and capital project. His normal duties includes preparing daily inspection reports, job site photos, coordinating materials testing services, coordinating with cities, local and state agencies. He has assisted in the development of District Standards. He has planned and executed hundreds of system shut downs to upgrade, repair or replace overtaxed or failing water or sewer appurtenances. He has inspected and certified conformance of completed work including all backflow devices that are installed on new District and Developer projects. He is able to resolve field and operational issues related to the construction of infrastructure projects through a very detailed knowledge of the systems operational requirements, construction contractors means and methods, and by developing and maintaining good working relations with contractors, agency staff and other local agencies to effectively complete projects.

### PROJECT EXPERIENCE

**Liberty Howe Sewer Line Replacement Project, Corona, CA:** Senior Construction Inspector for this half mile sewer replacement project. Project included 3 new manholes, street work and utility relocations. Inspection duties included daily reports, job photos and quality assurance for this infrastructure project.

**Highway 91 Design-Build Project, Corona, CA:** Mr. Smith was Senior Construction Inspector for the Billion Dollar fast paced Design Build Project in Corona, California. He performed inspection for water, sewer and storm drain facilities for Wallace & Associates, a partner of the Parsons Construction Management Team for this mega project.

**Vail Lake Transmission Main and Pump Station, Rancho California Water District (RCWD), Temecula CA:** Inspection supervisor for this installation of 14,000 lineal feet of 48-inch CML & C pipeline and construction of a booster station capable of pumping 80 cfm of raw water to the District Vail Lake facilities for a cost of approximately \$6 million. Duties included oversight of inspection staff, review daily reports, manage materials testing consultant, review project submittals, RFI's, correspondence, change orders, and monthly progress payments.

**District Headquarters and Senga Doherty Pump Station Solar Power Project, RCWD, Temecula CA:** Inspection supervisor for this installation of a 1.0 Mega Watt Photovoltaic (PV) system at Senga Doherty Booster Station and a 0.5 PV system at the District Headquarter facility. Duties included oversight of inspection staff, review daily reports, manage materials testing consultant, review project submittals, RFI's, correspondence, change orders, and monthly progress payments.

**Tucalota Reservoir and Inlet/Outlet Pipeline, Rancho CA Water District, Temecula CA:** Project Inspector for the Reservoir and Pipeline. The reservoir is a 3.5 million gallon concrete pre-stressed (DYK Tank) which is fed through a 24-inch CML&C inlet outlet pipeline approximately 3,500 lineal feet including (1) bore and jack. Duties as an inspector were to ensure contractor compliance with plans and specs, coordinate material testing, and disinfection, and pavement of the access road. Project responsibilities included project documentation, confirmation of contract change order quantities and progress payments, coordination with District staff, public, as-built and utility coordination.

**Senga Doherty Reservoir and Pump Station, Rancho CA Water District, Temecula CA:** Project Inspector for this Reservoir and Booster station. The Reservoir is a 10 million gallon pre-stressed concrete reservoir (DYK Tank) to service the 1305 pressure zone in the Temecula area. The booster station lifts water from the 1305 pressure zone to the Districts 1990 pressure zone with a maximum pumping capacity was approximately 28 cfm. Duties as an inspector were to ensure contractor compliance with plans and specs, coordinate material testing, and disinfection, and pavement of the access road. Project responsibilities included project documentation, confirmation of contract change order quantities and progress payments, coordination with District staff, public, as-builts and utility coordination.

**Assessment District No. 32 Rancho CA Water District, Temecula CA:** Inspection supervisor for this land development project that included grading and paving of approximately 12 miles of roadway, (1) booster station capable of pumping 3500 GPM; a 3.5 million gallon welded steel reservoir, approximately 8 miles of 12" CML & C pipeline, electrical facilities, Telephone facilities and drainage facilities. Duties as an inspector were to ensure contractor compliance with plans and specs, coordinate material testing, and disinfection, and pavement of the roads. Project responsibilities included project documentation, confirmation of contract change order quantities and progress payments, coordination with District staff, public, as-builts and utility coordination.

**Vail Lake Native Vegetation Restoration Rancho CA Water District, Temecula CA:** Site Inspector for this native vegetation restoration of wetland and non-wetland waters of the United States as a result of installation of 14,000 lineal feet of a 48-inch pipeline to comply with mitigation requirements pursuant to Section 404 of the Federal Clean Water Act and Section 1600 et seq. of the California Fish and Game Code. Duties included inspection, preparing daily reports, coordinate with materials testing consultant, job photos, quality assurance, coordinate with maintenance and operations departments.

### EDUCATION

Training courses in HAZMAT, CalOSHA, safety, team building, diversity, noise control, traffic control, confined spaces, backflow prevention, first aid, computers and other topics.

### EXECUTIVE SUMMARY

Chuck Larson has over 28 years of diverse construction inspection, supervision, and maintenance experience in Southern California. He is experienced with inspection, supervision, scheduling, estimating, contract change orders, contractor payments, maintaining records, managing budgets, diversity training, underground construction, maintenance work and Greenbook and local agency requirements. Mr. Larson spent over 20 years with the water operations division of San Diego's water department, advancing to the position of principal water utilities supervisor. He also has experience with street paving, including rubberized asphalt, curb, gutter and sidewalk placement and other street elements. Chuck has a thorough knowledge of contract administration, plan review, construction claim reviews and resolution, field inspection and material testing.

### PROJECT EXPERIENCE

**Highway 91 Design-Build Project, Corona, CA:** Mr. Larson was Senior Construction Inspector for the Billion Dollar fast paced Design Build Project in Corona, California. Chuck performs inspection for water, sewer and storm drain facilities for Wallace & Associates as a partner of the Parsons Construction Management Team for this local mega project.

**Metro Center Development, City of Corona, CA:** Mr. Larson was Senior Construction Inspector for the \$40M mixed use development project for storm drain construction. Work included 36" RCP and catch basin construction.

**I-5 Widening Segment 4, Golden State Water Company, Santa Fe Springs, CA:** Mr. Larson served as the construction inspector for this widening project which consists of four of 24" jack and bore DIP inside casings under the freeway, new 8" and 12" water main installations, fire hydrants and water main abandonments and replacement of asphalt.

**I-5 Widening Segment 3, Golden State Water Company, Santa Fe Springs, CA:** Mr. Larson is the construction inspector for this widening project which consists of two of 12" jack and bore DIP inside casings under the freeway, new 8" and 12" water main installations, fire hydrants and water main abandonments and replacement of asphalt.

**Golden State Water Company, Santa Fe Springs, CA:** Mr. Larson served as the construction inspector for vacation relief on several Golden State Water Company projects including an 8" and 12" DIP water main replacement, 1" and 2" waterline services, 6" fire service, 6" fire hydrant and 2" copper water services and a 4" DIP water services contract for the Central district.

**On-Call Water Distribution System & Water Treatment Improvements, California American Water Company, Pasadena, CA:** Mr. Larson was an inspector on this project that involved removal, replacement, and installation of California American Water distribution system and water treatment improvements. The project also included the inspection of third party installation of the existing California American Water facilities associated with specific capital improvement projects. The project scopes utilized a variety of project delivery methods including design-bid-build and design/bid to finalize design, through the construction, testing, and completion of these improvements.

**Edgemont Circle Sewer Rehabilitation, City of Cypress, Cypress, CA:** Mr. Larson provided inspection of sewer rehabilitation project that included locations within the City's right-of-way. on Orange Avenue, Belmont Street, Edgemont Circle, Saipan Street, Seabrook Way, Lincoln Avenue, and Via Largo. This project work involved installation of 8" VCP in these streets and the associated follow-on finish work in the trench line areas.

**Niles Street & Sebring Street, Golden State Water Company, Simi Valley, CA:** Mr. Larson provided construction inspection for installation of 12" and 8" DI pipe on this project, which also included grinding and capping of trench lines, sidewalk repair of meter box locations and replacement of meter boxes, fire hydrants and water services as needed.

**Heidleburg Tank & Country Club, Golden State Water Company, Ojai, CA:** Mr. Larson provided inspection for installation of two temporary storage tanks (20,000 gal each), new 8-inch D.I. water main (approximately 300-feet), and installation of all the piping for the temp tanks and the inlet feed to the new tank site, and demolition of the old tank, which included disconnection of electrical and telephone lines, scaffolding installation, and containment of lead paint.

**On-Call Construction Engineering, City of Riverside– Riverside, CA:** Mr. Larson was the inspector for a jack and bore of a 36" steel casting placed under the Interstate 215 for approximately 800 feet for an 18" in-diameter clay pipe for a new storm drain. This project was a 24 hour shift in order to meet the scheduled completion date due to students returning to the University of California Riverside. His responsibilities were to verify welding joints, alignment and grade of casing.

**Water Tank Demo & Installation, Golden State Water Company, Gardena, CA:** Mr. Larson was the inspector on a project that included the demolition of two 1-million gallon concrete wired wrapped tanks after installation of two new 1-million gallon steel tanks. Other work included building a new booster pump station and chemical building.

**Pavement Resurfacing Program / Residential Overlay, Yorba Linda, CA:** Mr. Larson was assistant resident engineer for pavement overlay projects in residential areas throughout the City. Construction work included clearing and grubbing, asphalt concrete overlays and inlays, Portland cement concrete access ramps, crack sealing, full-depth AC base repairs, cold milling, adjusting manholes and water valves to grade, striping, pavement markings, traffic loop replacement, and related work.

### TRAINING AND CERTIFICATIONS

OSHA Training  
Hazardous Awareness

Safety Certification Hwy 91 Design Build Team  
Prevailing Wage Law Awareness

### EXECUTIVE SUMMARY

Mrs. Nesper has over 10 years of experience in managing operations for a logistics company that handled aviation parts for commercial aviation companies like Boeing as well as federal defense department contracts. Heidi dealt with rigorous federal guidelines and requirements for procurement and documentation. She handled all of the storage warehousing of parts through Seattle location. Heidi brings a high level of experience to construction policies and practices that ensure that the company's financial, business and customer service objectives are achieved. She is a resourceful leader with the capacity to multitask in a fast-paced environment, manage competing priorities with ease while inspiring confidence at all levels. As project administrator, responsibilities include overseeing all elements of a project to ensure a successful process and completed project. Heidi has also handled public relations and storm water monitoring for project sites in addition to a variety of office management tasks.

### PROJECT EXPERIENCE

**Labor Compliance Services, Traffic Signal Project, City of Menifee, CA:** Project Administrator providing labor compliance auditing for this \$600k grant funded traffic signal project. Duties include reviewing certified payroll and performing employee interviews. Staff is using LCP Tracker for this project to load and check certified payroll and labor compliance of the contractor and their subs for the 4 month project.

**Crown Valley Community Park Tier II Improvements Project, Laguna Niguel, CA:** Project Administrator/ Office Engineer for this \$5M regional park project. Responsibilities include processing of Submittals, Change Orders, Progress Payments, RFI's, T&M validation, electronic archiving, scheduling of 3<sup>rd</sup> party services, scheduling and minutes for Progress Meetings, communication liaison between owner and contractor. Duties also included monitoring Labor compliance checking and monitoring with daily extra work reports and contract change order work.

**Sepulveda and Marine Drive Intersection Improvement Project, Manhattan Beach, CA:** Project Administrator/ Office Engineer for this \$750K intersection improvement project. Responsibilities include processing of Submittals, Change Orders, Progress Payments, RFI's, T&M validation, electronic archiving, scheduling of 3<sup>rd</sup> party services, scheduling and minutes for Progress Meetings, communication liaison between owner and contractor. Duties also included monitoring Labor compliance checking and monitoring with daily extra work reports and contract change order work.

**Sepulveda Water Main Replacement Project, Manhattan Beach, CA:** Project Administrator/ Office Engineer for this \$1.3M Waterline Replacement project. Responsibilities include processing of Submittals, Change Orders, Progress Payments, RFI's, T&M validation, electronic archiving, scheduling of 3<sup>rd</sup> party services, scheduling and minutes for Progress Meetings, communication liaison between owner and contractor. Duties also included monitoring Labor compliance checking and monitoring with daily extra work reports and contract change order work.

**Reservoir 3 Project, City of Corona, CA:** Project Administrator and Office Engineer for this \$3.3M DYK Style 2.5 MGTank project. Responsibilities include processing of Submittals, Change Orders, Progress Payments, RFI's, T&M validation, electronic archiving, scheduling of 3<sup>rd</sup> party services, scheduling and minutes for Progress Meetings, communication liaison between owner and contractor. Duties also included monitoring Labor compliance checking and monitoring with daily extra work reports and contract change order work.

**Marine Drive Synthetic Turf Soccer Field, Manhattan Beach, CA:** Project Administrator, responsibilities include time keeping, budget management and accounts receivable. Heidi also handles project work related to labor compliance and field operations monitoring.

**As-Needed Construction Inspection Services, Irvine, CA:** Project Administrator, responsibilities include time keeping, budget management and accounts receivable. Heidi also handles project work related to labor compliance and field operations monitoring and prepares Certified Payroll for our inspection staff.

**On-Call Construction Management and Inspection Services, City of Murrieta, CA:** Project Administrator, responsibilities include time keeping, budget management and accounts receivable. Heidi also handles project work related to labor compliance and field operations monitoring.

**Indian Wells Country Club, FMDA, Indian Wells, CA:** Project Administrator for preparation and management of contract documents and project support for as-needed engineering services for variety of public works projects.



## Section 4 – Firm Qualifications

### City of Rialto RFP 15-055 “On-Call” Inspection Services Associated with Private Land Development Projects

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#### Company Introduction

Our company's complete legal name and entity description is **Wallace & Associates Consulting, Inc.** Wallace & Associates Consulting, Inc. is a Sub Chapter S Nevada Corporation doing Business in California and Utah.

**Company Location** - Wallace & Associates corporate office is located in Southern California.

- **Corporate Office:** 1655 East 6<sup>th</sup> Street, Suite A-4a, **Corona CA.** 92879 phone: (951) 966-7774 fax: (951) 848-0842
- **Orange County:** 23052 Lake Forest Drive, Suite B4A, **Laguna Hills, CA.** 92653 phone: (714) 412-8809
- **Riverside County:** 38130 Juaro Circle, **Palm Desert, CA.** 92260 phone: (951) 966-7774
- **Utah:** PO Box 684329, **Park City, UT.** 84068 phone: (858) 414-4699

#### Company Background and Experience

Wallace & Associates (W&A) was established in January 2010 to provide cost-effective project implementation solutions to public agencies. The company was designed to address the difficult economic conditions that have affected the country. Our competitive advantage is our lean overhead structure. By keeping our costs low we can provide W&A employees better pay/benefits and charge city and agency clients less for the same high quality staff and service; this is what sets us apart from other companies. As a local consulting firm providing public sector clients Project Management, Construction Management and Inspection services in the fields of land development, transportation, public works, facilities and water resources, we are proud of the role we play in providing a lean, cost effective approach to solving our clients' field services project and staffing needs. Our company and our staff have excellent local project and On-Call experience at cost effective rates. W&A is a 100% woman owned company and therefore recognized as a DBE by the State of California.

#### Management

##### **CATHY WALLACE, SPHR, President and Founder**



W&A is led by its President Cathy Wallace, SPHR, a recognized leader in the Management, Staffing and Human Resources fields. She holds Bachelors and Masters Degrees in Industrial /Organizational Psychology and has 25 years of business experience managing international and national workforces for Fortune 50 companies. Cathy brings a proven track record in hiring, training and managing world class teams to achieve their goals and now does the same for W&A' clients. She also worked for a Southern California transit agency in the Public Relations Department, so she understands public agency needs as well as those of the private industry. Cathy is 100% owner and manages the company business operations.

##### **CARL WALLACE, PE Director of Operations/Project Manager**

Our Director of Operations, Carl Wallace, PE, is responsible for overseeing our on-site and field staff. Carl is a professional engineer registered in California and holds a Bachelors of Science Degree in Civil Engineering from San Diego State University.



He has worked for larger national companies managing projects and business operations in California, Utah, Texas and Nevada. He has performed program management for large transportation programs, and managed construction projects as the on-site representative for major transportation, infrastructure and facility projects. While working for a transit agency, Carl managed capital projects as well as maintenance projects for Light Rail, Freight Rail, Commuter Rail, Maintenance Facility, Bus and Roadway projects. He brings over 25 years of experience in managing major construction programs and projects. He has successfully managed On-Call and As-Needed service contracts for many cities and agencies in California and has an excellent track record and reputation.

**Company Officers** – W&A Company officers who are capable of binding the firm include:

Cathy Wallace, SPHR – President & Secretary

Carl Wallace, PE – Corporate Treasurer and Director of Operations

**Company Mission** - Provide assistance to public agencies in implementing their capital program by providing high quality staff and maintaining a low cost structure, resulting in cost effective Construction Management services and staffing solutions.

**Construction Strength in Staffing Capability and Construction Services Specialty** - W&A was established primarily to provide construction phase services. Our expertise in this area is the true benefit of selecting our company for an assignment. Since we provide exclusively construction services we are able to provide these services for lower rates than our competitors. We are also able to focus on the relevant areas of training and employee development specific to our industry; this ultimately makes us more

## Section 4 – Firm Qualifications

### City of Rialto RFP 15-055 “On-Call” Inspection Services Associated with Private Land Development Projects

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valuable to our clients. Typical staff training includes: RE Academy, SWPPP/NPDES certification, PM-10 certification, ICC certification, QSP, QSD, ACIA Inspection certification, APWA Inspector training, OSHA training, Trench Safety and CPR. W&A has 18 full time associates and six part time associates providing project management, construction management and inspection services to public agencies. We also have additional staff (our bench strength) ready and available to come to work upon 48-hour notice. We have an excellent track record in delivering staff and projects to public agencies.

**Provide Cost Effective Services** - We are committed to maintaining a low cost operation at W&A. We do not have corporate facilities and overhead staff; this allows us to deliver talented staff as a lower multiplier than many larger firms. We have dedicated our business to providing field staff to cities and agencies that typically perform their job at agency offices and project locations. Our managers go to the staff and visit them instead of requiring staff to come to the office. This business model allows us to maintain a cost effective structure with very little overhead cost to pass along to our clients. Because many larger companies have multiple offices and corporate facilities, or provide multiple services like design and planning, they need to charge more to provide the exact same person to the client. With W&A, clients are not apt to be paying the higher rates larger companies are forced to charge.

**Know the Client's needs** - W&A firmly believes that the key to providing successful construction management services is to first know and understand the client's needs. We need to be familiar with the geographic layout of the agency, be aware of its policies and procedures, know the personalities of the established team and understand the areas of expertise that are required of our staff to provide the client with high quality Construction Management services. We at W&A have an excellent track record in providing staff to various cities and agencies while our manager was working with his previous company. Since 2010 we have extended our client list to cover additional cities and water districts. As needed, we bring on established specialty sub-consultants in the area of surveying and materials testing.

**Set the Client's needs first** - Making sure we are meeting and exceeding the needs of our clients is just as important to the success of our company as it is to the client. Our staff goes to the project each day with one goal in mind; to be the best at our job and provide excellent service to our clients and, in turn, their residents. W&A and our Project Manager, Carl Wallace, PE has an excellent track record in doing just that. We work collaboratively with the client to determine the staffing needs for the project and take special care to evaluate if some activities can be done part time vs. the more costly method of staffing the project with full time equivalent positions. We take pride in looking for ways to be both economical and committed to high quality for our clients.

**Subconsultants** - W&A did not include any subconsultants for this Proposal. W&A has excellent relationships with local Inland Empire materials testing, geotechnical and surveying firms and can include these subconsultant services if needed.

**Company References/Relevant Project Experience** – W&A has managed the inspection of thousands of acres of land development, primarily in the Inland Empire. We are based in the Inland Empire and most of our staff has worked their entire careers in the Inland Empire. Our staff has worked in the boom times and the slow times of private land development. We understand the development cycle and its economic and emotional effect on the region. Recent land development clients include:

City of Murrieta	City of Corona	City of Lake Elsinore
City of Menifee	City of Irvine	Coachella Valley Water District
Rancho California Water District		









In addition, W&A has extensive experience in managing and inspecting Capital Projects for these clients:

City of Murrieta	City of Corona	City of Lake Elsinore
City of Irvine	City of Menifee	City of Manhattan Beach
City of Laguna Niguel	City of Indian Wells	Indian Wells Country Club
Rancho California Water District	Coachella Valley Water District	Rancho La Quinta Country Club
Valley Center Municipal Water District		California American Water Company

Listed on the following pages are references from public agencies for which W&A has provided On-Call Construction Management and Inspection services. We urge you to contact the individuals shown to verify the quality, similar nature, and timely completion of our work.

# Section 4 – Firm Qualifications






## City of Rialto RFP 15-055 "On-Call" Inspection Services Associated with Private Land Development Projects

<p>Project: On-Call Construction Management and Inspection Services Project Dates: Feb 2010 - Present Project Manager: Carl Wallace, PE</p> <p>Construction Inspection Staff: Ken Burris Eric Maher, QSP Don Isom, QSP Robert Morin Derrick Watkins Mike Payment</p> <p>Client: City of Murrieta 24601 Jefferson Avenue 1 Town Square Murrieta, CA 92562</p>  <p>Contact: Bob Moehling, PE –City Engineer (951) 304-2489 bmoehling@murrieta.org</p>	<p><i>Wallace &amp; Associates is providing full time inspection services for the City of Murrieta.</i> The scope of the projects includes the city's entire <b>land development</b> and capital improvement program. The projects that Wallace &amp; Associates is providing inspection services for include the following:</p> <ul style="list-style-type: none"> <li>• Pedestrian Safety Enhancements Project</li> <li>• Murrieta Market Drainage Improvements Project</li> <li>• Meadowlark Avenue Improvements (CIP)</li> <li>• Jefferson Avenue Improvements (CIP)</li> <li>• Jackson Avenue and Bridge Project</li> <li>• Los Alamos Road Storm Drain</li> <li>• Nutmeg Avenue Storm Drain</li> <li>• Meadowlark Sewer Line</li> <li>• I-15 at California Oaks Rd/Kalmia Interchange</li> <li>• Washington Street Storm Drain</li> <li>• Traffic Signal modifications</li> <li>• Nutmeg Development</li> <li>• Greer Ranch Development</li> <li>• Lantana Development</li> <li>• Kenton Place Development</li> <li>• Olivewood Development</li> <li>• Heirloom Court Development</li> <li>• Gateway Plaza Development</li> <li>• Palmilla Shopping Center Development</li> <li>• AVI Court Development</li> </ul>	 
<p><b>Project:</b> 5-Year Public Works Inspection <b>Project Dates:</b> 2011 - Present <b>Project Manager:</b> Carl Wallace, PE. <b>Inspector:</b> Gordon Lewis, Ken Cope, Heidi Nesper, Phil Fikes, Doug Blois, PE, QSP, Cooly Smith <b>Client:</b> City of Corona 400 S. Vicentia Avenue Corona, CA. 92882-2187</p> <p><b>Contacts:</b> John Contrado-Inspection Supervisor (951) 279-3512 <a href="mailto:john.contrado@ci.corona.ca.us">john.contrado@ci.corona.ca.us</a> Vernon Weisman, PE-Project Manager (951) 739-4912 <a href="mailto:Vernon.weisman@ci.corona.ca.us">Vernon.weisman@ci.corona.ca.us</a></p>	<p><i>Wallace &amp; Associates is providing construction inspection services for the City of Corona.</i> The scope of work includes providing full and part time inspection services for variety of projects throughout the City Right-of-Way. The contract includes Construction Inspection services for a variety of project types including, pipeline, equipment, storage, transmission, street, roadway, construction, Facility, Landscaping and utility relocations. Project work includes:</p> <ul style="list-style-type: none"> <li>➢ Cerritos Water Line Project</li> <li>➢ Pipe Slab Project</li> <li>➢ Utility &amp; Encroachment Permit Support</li> <li>➢ Masters Dr. Reclaimed Waterline</li> <li>➢ Sewer Lift Station</li> <li>➢ Arlington Desalter Connection</li> <li>➢ R-3 Reservoir</li> <li>➢ Butterfield Directional Drilled Recycled Waterline</li> <li>➢ Hummingbird PRV Station</li> <li>➢ Metro Center Development</li> <li>➢ Citrus Circle Development</li> <li>➢ City Hall Landscaping</li> </ul>	 
<p><b>Project:</b> City-wide Construction Inspection services <b>Project Dates:</b> 2010 - Present <b>Project Manager:</b> Carl Wallace, PE. <b>Inspector:</b> Mike Payment <b>Client:</b> City of Lake Elsinore South Main Street Lake Elsinore, CA.</p>  <p><b>Contact:</b> Vince Damasse, PE. PWD/City Engineer (951) 674-3124 x244 <a href="mailto:VDamasse@lake-elsinore.org">VDamasse@lake-elsinore.org</a></p>	<p><i>Wallace &amp; Associates is providing full time inspection services on an as-needed contract to the City of Lake Elsinore.</i> Our inspector is providing inspection for variety of land development projects.</p> <p>Our inspection services include daily reports, photographic jobsite photos, detail of labor and materials for each site visited, coordination with utility agencies, tracking construction quantities and processing progress payments. Projects include: City street improvements, utility connections and upgrades for wet and dry utilities, marine and dock improvements, parks, landscaping and irrigation, public facilities, traffic signal improvements, storm drainage, sewer work, land development, commercial development.</p>	 



# Section 4 – Firm Qualifications









## City of Rialto RFP 15-055 "On-Call" Inspection Services Associated with Private Land Development Projects

<p><b>Project:</b> As-Needed CM &amp; Inspection Services</p> <p><b>Project Dates:</b> July 2012 - Present</p> <p><b>Project Manager:</b> Carl Wallace, PE</p> <p><b>Inspection Staff:</b> Bob Peters, Keith Barnett, Marc LaRoche, Jeremy Wylie</p>  <p><b>Client:</b> City of Irvine 1 Civic Center Plaza Irvine, CA 92606</p> <p><b>Contact:</b> Frankie Montoya – Supervising Inspector (949)285-0029 fmontoya@ci.irvine.ca.us</p>	<p><b>Wallace &amp; Associates is providing Construction Management and Inspection services for the City of Irvine.</b> The project work includes CIP, Right-of-Way and grading projects. The contract includes a variety of project types including facility, roadway, parks, annual paving, grading, street and roadway construction and utility relocations. The following projects are being supported by W&amp;A staff.</p> <ul style="list-style-type: none"> <li>➢ San Diego Creek Improvements Project</li> <li>➢ Great Park Entrance Road Project</li> <li>➢ City Fueling Station Improvements Project</li> <li>➢ Campus Drive Bike Path</li> <li>➢ 2013/14 Annual Citywide Paving and Slurry project</li> <li>➢ Great Park Development Projects <ul style="list-style-type: none"> <li>○ Five Points Development</li> </ul> </li> </ul> <p>Inspection duties include daily reports, photo records, coordination with contractor and project manager, traffic control, RFI's, progress payments and quantity takeoffs</p>	 
<p><b>Project:</b> Indian Wells Country Club Guard House Renovation project</p> <p><b>Project Dates:</b> October 2010 – Sept 2011</p> <p><b>Project Manager:</b> Carl Wallace, PE</p> <p><b>Construction Inspector:</b> Derrick Watkins, Jack Milan</p> <p><b>Client:</b> City of Indian Wells 24601 Eldorado Indian Wells, CA 92266</p> <p><b>Contact:</b> Terry Kramer Property Manager (760) 275-1205 tkramer@drmineternet.com</p>	<p><b>Wallace &amp; Associates provided Project Management, Construction Management and Inspection Services</b> for this \$200,000 renovation project to the existing Gate Guard house at Club Drive for the Indian Wells Country Club. The project included jacking the old structure to allow for the construction of new foundations to support a new roof system, new finish material for the exterior of the entire building, paving and coordination of security improvements. Scope of services included project management, contractor solicitation, bidding the project, coordinating submittals, RFI's/RCFC's and Change orders, periodic reporting to the City/District, processing contractor payments, coordination with architect, structural engineer and city building inspection staff, provide concrete and compaction testing, for this project.</p> 	 
<p><b>Project:</b> Monroe Avenue Extension</p> <p><b>Project Dates:</b> November 2009 - 2010</p> <p><b>Project Manager:</b> Carl Wallace, PE</p> <p><b>Construction Inspector:</b> Eric Maher</p> <p><b>Client:</b> City of Murrieta 1 Town Square Murrieta, CA 92562</p>  <p><b>Contact:</b> Bob Moehling, PE –City Engineer (951) 304-2489</p>	<p><b>Wallace &amp; Associates provided inspection services to the City of Murrieta for this \$1.9 million extension of Monroe Avenue.</b> The project scope of work included 11,000 cy of Aggregate Base, 43,000 s.f. of PCC sidewalk, 5,500 tons of asphalt road section, 27,000 s.f. of cold milling, construction of storm drain catch basins, 18" and 24" RCP, curb ramps, commercial driveways, striping, retaining walls, four new traffic signals, fiber optic interconnect and chain link fence for this extension of Monroe Avenue to connect to a new school. Our inspector coordinated the schedule, was responsible for quality assurance of the material and placement and coordinating with the materials testing consultant for the appropriate frequency of testing of the plant material and placement of material, coordinated work with city engineering and maintenance staff and maintaining daily records of the contractor work.</p>	 








# Section 4 – Firm Qualifications

## City of Rialto RFP 15-055 "On-Call" Inspection Services Associated with Private Land Development Projects

<p><b>Project:</b> Inspection Five Points Development Channel and Creek Improvements  <b>Project Dates:</b> 2014 – Current  <b>Project Manager:</b> Carl Wallace, PE  <b>Inspection Staff:</b> Jeremy Wylie, Keith Barnett</p>  <p><b>Client:</b> City of Irvine  1 Civic Center Plaza  Irvine, CA 92606  <b>Contact:</b> Frankie Montoya – Supervising Inspector  (949)285-0029  fmontoya@ci.irvine.ca.us</p>	<p><b>Wallace &amp; Associates</b> provided resident <b>Construction Inspection</b> services for the City of Irvine for this project. The project work includes repairing older channels and constructing new drainage and channel facilities in support of the massive development project for the Great Park. One of the developments is the Five Points. Project work includes streets, roadway, landscaping, medians, traffic signals, drainage structures, Rip Rap, Slope Protection, Storm drains, bridges, retaining walls, rip rap, bridge abutments and foundations. Planting and restoration is also part of the project work. Inspection duties included compliance with environmental permit, preparing daily reports, taking photographic records, coordination with contractor and project manager, RFI's and progress payments quantity takeoffs.</p>	 
<p><b>Project:</b> Multi-Year Construction Management and Public Works Inspection services contract  <b>Project Dates:</b> 2011 - 2015  <b>PM:</b> Carl Wallace, PE  <b>Client:</b> City of Manhattan Beach  1400 Highland Avenue  Manhattan Beach, CA. 90266  <b>Contacts:</b> Gil Gamboa, Ish Medrano, Michael Guerrero  Project Engineer  (310) 802-5310  ggamboa@citymb.info  imedrano@citymb.info  mguerrero@citymb.info</p> 	<p><b>Wallace &amp; Associates</b> was selected to provide <b>Construction Management and Inspection</b> services for the City of Manhattan Beach City-Wide Water and Sewer Rehabilitation and upgrade program for a multi-year period. The scope of work includes providing management and inspection for variety of projects for this \$55 million program to upgrade and rehabilitate the water and sewer facilities within the City. The contract includes a variety of project types including, pipeline, equipment, storage, transmission, street and roadway construction and utility relocations.</p> <ul style="list-style-type: none"> <li>➤ Marine Drive Synthetic Turf Soccer field</li> <li>➤ 2013-14 Sewer Manhole Rehabilitation Project</li> <li>➤ 2013-14 Concrete Replacement Project</li> <li>➤ Sepulveda Water main Replacement Project</li> <li>➤ Sepulveda and Marine Intersection Project</li> </ul>	 
<p><b>Project:</b> Construction Inspection &amp; Streets Superintendant Services  <b>Project Dates:</b> 2010-2012  <b>Project Manager</b>  Carl Wallace, PE.  <b>Public Works Superintendant &amp; Supervising Inspector</b>  Keith Barnett  <b>Construction Inspectors</b>  David Hatcher, Joe Ruzicka, Keith Barnett, Derrick Watkins</p>  <p><b>Client:</b> City of Menifee  29714 Huan Road  Menifee, CA. 92586  <b>Contact:</b> Jonathon Smith, PE  City Engineer/PWD  (951) 672-6777  jsmith@cityofmenifee.us</p>	<p><b>Wallace &amp; Associates</b> provided full time inspection services and providing the Streets Superintendant via a staff augmentation contract for the City of Menifee. Our staff is managing all of the city facilities maintenance and providing public works inspection for the city's entire land development and capital improvement program. Below are some representative projects in which W&amp;A is providing inspection services for the city:</p> <ul style="list-style-type: none"> <li>➤ Standard Pacific Parkside Development Tract</li> <li>➤ Hidden Hills, KB Homes Tract</li> <li>➤ El Dorado Development, Shea Homes</li> <li>➤ The Lakes Development, Centex Homes</li> <li>➤ Audie Murphy Ranch stormwater channels and basin facilities</li> <li>➤ Evans Road Improvements – four- lane connector for new development</li> <li>➤ Newport Road Improvements – Coordination with county for implementation of this major four-lane arterial increasing the capacity for this main connection between I-15 with I-215</li> </ul> <p>Our staff has managed the construction and performed the inspection for variety of development facilities throughout the City.</p>	  

# Section 4 – Firm Qualifications

## City of Rialto RFP 15-055 "On-Call" Inspection Services Associated with Private Land Development Projects

<p><b>Project:</b> Canyon Hills Regional Park Inspection services  <b>Project Dates:</b>  Jan 2011-Nov 2012  <b>PM:</b> Carl Wallace, PE.  <b>Inspector:</b> Mike Payment  <b>Client:</b> City of Lake Elsinore  South Main Street  Lake Elsinore, CA. 92586</p>  <p><b>Contact:</b> Vince Damasse, PE  PWD/City Engineer  (951) 674-3124 x244</p>	<p><b>Wallace &amp; Associates</b> is providing on-call inspection services for this \$8 million regional sports park. Our staff is inspecting the construction of this park that features ball fields, soccer fields, water features, play ground equipment, lighting, landscape and irrigation. The project also includes grading, roadway and trail construction along with bathroom facilities and other utilities. Our inspector is documenting the work at the site including photographic records, contractor workforce, equipment, materials and utility coordination.</p>	
<p><b>Project:</b> Line D- and D-1 Storm Drain Relocation Project  <b>Project Dates:</b>  Feb 2012 - Present  <b>Project Manager:</b> Carl Wallace, PE  <b>Construction Inspectors:</b>  Derrick Watkins, Eric Maher  <b>Client:</b> City of Murrieta  1 Town Square  Murrieta, CA 92562</p>  <p><b>Contact:</b> Bob Moehling, PE –City Engr (951) 304-2489  bmoehling@murrieta.org</p>	<p><b>Wallace &amp; Associates</b> is providing resident inspection services to the City of Murrieta for this \$4 million relocation of a 42" RCP storm drain and 108" box culvert. Duties include preparing daily reports with workforce, equipment, operation description, materials incorporated into the work and photographic records of the site. Duties also include checking as-built drawings, holding weekly meetings with contractor and City staff, preparing weekly statement of working days, calculating the quantities of bid item work for progress payments, preparing Daily Extra work reports for any T&amp;M work or change order work. This \$4M project includes 4 large junction structures, 16 manholes, site work, grading, landscaping, planting and establishing 5 acre riparian mitigation area, road crossing work at Madison Avenue, temporary shoring, NPDES/SWPPP compliance monitoring and pipeline and box culvert construction.</p>	
<p><b>Project:</b> Construction Management and Inspection Services for the Jackson Avenue Widening, Bridge and Mitigation Area  <b>Project Dates:</b>  Jan 2014 – March 2015  <b>Project Manager:</b>  Carl Wallace, PE  <b>Construction Staff:</b>  Ken Burris, Eric Maher, QSP  <b>Client:</b> City of Murrieta  1 Town Square, Murrieta, CA 92562  <b>Contact:</b>  Bob Moehling, PE –City Engineer  (951) 304-2489  bmoehling@murrieta.org</p>	<p><b>Wallace &amp; Associates</b> provided Construction Management and Inspection services for this \$8M roadway, bridge and mitigation project. The scope of the projects includes new and widened roadway for 5 miles and a new bridge constructed over a streambed, paving, sidewalk, traffic signals, curb and gutter, landscape, medians and a 5 area riparian habitat mitigation area. Within the Santa Ana Watershed Authority. Project duties included construction /project management and inspection services for this major arterial project. Coordination with utilities and the SAWPA for the riparian habitat restoration mitigation site. Inspection duties included compliance with environmental permit, preparing daily reports, taking photographic records, coordination with contractor and project manager, RFI's and progress payments quantity takeoffs.</p>	 



# Section 4 – Firm Qualifications

## City of Rialto RFP 15-055 "On-Call" Inspection Services Associated with Private Land Development Projects

<p><b>Project:</b> As-Needed Inspection Services  <b>Project Dates:</b> Nov 2010 - Current  <b>Project Manager:</b> Carl Wallace, PE  <b>Construction Inspectors</b>  David Hatcher, Doug Blois, PE,  Gordon Lewis, PE (ret), Phil Fikes  <b>Client:</b> Coachella Valley Water District  75-525 Hovley Lane East  Palm Desert, CA. 92260</p> <p><b>Contact:</b> Roland Bustamante, ACIA  Chief Inspector  rbustamante@cvwd.org  (760) 398-2661 x 3539</p> 	<p><b>Wallace &amp; Associates</b> provided as-needed construction inspection services to the Coachella Valley Water District. Our staff is providing inspection for a variety of CIP, residential and commercial development projects. Recent project work includes over 20,000 lf of new 6" and 8" mainline (potable and recycled), fire hydrants, blow off valves, mainline connections, VCP and PVC sewer mainline construction, manholes and vaults for sewer and water facilities, pump and lift stations, water wells and channel construction and repair.</p> <p>Some of the projects our staff has inspected include: Del Webb - Shadow Hills development, which includes over 3,000 units and acres of construction; The Gallery, Palm Desert, well site improvements; River Canyon, Cathedral City, 8" DIP mainline pipe with Fire Hydrants, Multiple 1-1/2 " Water Services, 6" and 8" gate valves; Imperial Irrigation District Facility, La Quinta, 8" VCP lateral pressure test and video.</p>	 
<p><b>Project:</b> Scott Road Pavement Rehabilitation Project  <b>Project Dates:</b> June 2011  <b>Project Manager:</b>  Carl Wallace, PE  <b>Construction Inspector</b>  David Hatcher, Derrick Watkins</p>  <p><b>Client:</b> City of Menifee  29714 Huan Road  Menifee, CA. 92586  <b>Contact:</b> Jonathon Smith, PE  City Engineer/PWD  (951) 672-6777  jsmith@cityofmenifee.us</p>	<p><b>Wallace &amp; Associates</b> provided construction inspection services for the Pavement Rehabilitation for Scott Road and Haun Road. The project features include removal and replacement of failed pavement sections on Scott and Haun roads. Project also included grinding and overlay of paved areas. The inspectors' activities include providing inspection duties, preparing daily reports, coordinating with contractor and utility companies, photographic records of the work, coordination with City office staff, quantity calculations and verification, project recordkeeping, handling citizen contacts in relation to the project work, coordinating traffic control for project in compliance with the WATCH Manual, coordination and documentation of all site work for funding compliance.</p>	 
<p><b>Project:</b> Jefferson Road Widening Project  <b>Project Dates:</b>  May 2012 - Current  <b>Project Manager:</b>  Carl Wallace, PE  <b>Construction Inspectors:</b>  Eric Maher, Ken Burris  <b>Client:</b> City of Murrieta  1 Town Square  Murrieta, CA 92562</p>  <p><b>Contacts:</b>  Bob Moehling, PE –City Engr  (951) 304-2489  bmoehling@murrieta.org</p>	<p><b>Wallace &amp; Associates</b> provided resident inspection services for the City of Murrieta for this major \$2 million roadway capital improvement and infrastructure project. The project features include storm drain, street widening, new paving, minor structures, new signalized inter-sections, water pipeline and appurtenances, sewer improvements, utility relocation and coordination with EMWD for water and Sewer work, Sunesys, Time Warner Cable, Southern California Edison and Verizon. Our inspectors' activities include providing inspection duties for Riverside County. Our Inspector is preparing daily reports, coordinating with contractor and utility companies, photographic records of the work, coordination with City office staff, quantity calculations and verification, project recordkeeping, handling citizen contacts in relation to the project work, coordinating traffic control for the project phases with the designer, NPDES inspections for storm water program compliance and site work documentation for funding compliance.</p>	 



# Section 4 – Firm Qualifications









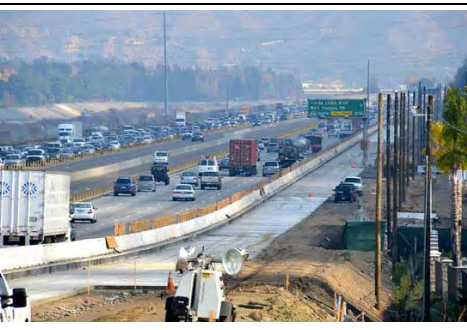
## City of Rialto RFP 15-055 "On-Call" Inspection Services Associated with Private Land Development Projects

<p><b>Project:</b> R-3 Reservoir Project</p> <p><b>Project Dates:</b> May 2013 – May 2014</p> <p><b>W&amp;A Project Mgr:</b> Carl Wallace, PE.</p> <p><b>Project Construction Manager:</b> Jeff Schippers</p> <p><b>Construction Manager:</b> Ken Cope</p> <p><b>Inspectors:</b> Phil Fikes, Gordon Lewis</p> <p><b>Office Engineer:</b> Heidi Nesper</p> <p><b>Client:</b> City of Corona – Dept W&amp;P 400 S. Vicentia Avenue Corona, CA. 92882-2187</p> <p><b>Contacts:</b> Vernon Weisman, PE - PM (951) 739-4912 <a href="mailto:Vernon.weisman@ci.corona.ca.us">Vernon.weisman@ci.corona.ca.us</a></p>	<p><b>Wallace &amp; Associates</b> is providing Construction Management and Inspection services for the \$3.5M R-3 Reservoir Project in Corona. This 3MG DYK tank replaces an old reservoir in a residential area. The project features include demolition of old tank, excavation, grading, road construction, foundations, concrete, tank construction, piping and pumping facilities, controls, startup and turnover.</p> <p>Our staff is providing project documentation, daily reports, coordination with operations staff for tie-ins and shut downs, special inspection, coordination with design consultant and agency staff from engineering, operations and maintenance departments. Also processing submittals, responding to RFI's and RFC's, preparing contract change orders, tracking potential changes, monitoring time and material work, preparing progress payments, monitoring contractors progress and schedule, creating monthly reports and coordinating with local residents.</p> 	 
<p><b>Project:</b> Recycled Pond No. 5 Resident Inspection Services</p> <p><b>Project Dates:</b> 8/2012 – 5/2013</p> <p><b>Contract PM:</b> Carl Wallace, PE</p> <p><b>Inspector:</b> David Hatcher, Ken Cope, Phil Fikes</p> <p><b>Client:</b> Rancho California WD 42135 Winchester Road Temecula, CA</p>  <p><b>Contacts:</b> <b>Heath McMahon</b> – Construction Contracts Manager (951) 296-6983 <a href="mailto:hmcMahon@ranchowater.com">hmcMahon@ranchowater.com</a></p>	<p><b>Wallace &amp; Associates</b> provided resident inspection services for the \$8 million recycled water pond construction project. Project included 1.5 million cubic yards of earthwork, poly liner system across entire pond area, storm drains, piping and settlement systems for a series of recycled storage ponds. Inspector duties included the coordination with other utilities for water and Sewer work, Sunesys, Time Warner Cable, Southern California Edison and Verizon. Our Inspector prepares daily reports, coordinates daily inspections with the contractor, prepared photographic records of the work, coordinated with District staff, performed quantity calculations and verification, project recordkeeping and handled citizen contacts in relation to the project work.</p>	 
<p><b>Project:</b> Crown Valley Community Park Project Tier 1 Improvements</p> <p><b>Project Dates:</b> Aug 2014 - Present</p> <p><b>Project Manager:</b> Carl Wallace, PE</p> <p><b>Const Manager:</b> John Reidinger</p> <p><b>Inspector:</b> George Hartmann, PE</p> <p><b>Project Engineer:</b> Peter Ramey, PE</p> <p><b>Office Engineer:</b> Heidi Nesper</p>  <p><b>Client:</b> City of Laguna Niguel 3011 Crown Valley Parkway Laguna Niguel, CA 92677</p> <p><b>Contact:</b> Nancy Palmer – City Landscape Architect (949)362-4341 <a href="mailto:npalmer@cityoflagunaniguel.org">npalmer@cityoflagunaniguel.org</a></p>	<p><b>Wallace &amp; Associates</b> is providing Construction Management and Inspection services for this \$5M Capital Improvement Project. The project work includes grading, new amphitheatre stage, seating and lighting, large splash pad, new public restrooms, playground equipment, storm drain, sewer, sidewalk and area lighting, electrical and communications upgrades, waterline, irrigation and landscaping. Duties include managing the construction of this high profile project, coordinating with adjacent YMCA community pool, Recreation Department, City Engineering and Landscape staff, Moulton Niguel Water District, Utility agencies, coordinating with city materials testing company, designer and surveyors, managing and coordinating with third party vendors who are supplying specialty pre-purchased items and one-of-a-kind art pieces throughout the project. Our staff in managing the contractor, reviewing and approving submittals, providing inspection and coordinating with the city building inspectors, documenting the job with and photos.</p>	 



# Section 4 – Firm Qualifications

## City of Rialto RFP 15-055 "On-Call" Inspection Services Associated with Private Land Development Projects

<p><b>Project:</b> Arlington Desalter Connection Project</p> <p><b>Project Dates:</b> Sept 2012 – March 2013</p> <p><b>Project Mgr:</b> Carl Wallace, PE Construction Project Manager: Jeff Schippers</p> <p><b>Inspector:</b> Gordon Lewis, PE(ret)</p> <p><b>Client:</b> City of Corona – Dept W&amp;P 400 S. Vicentia Avenue Corona, CA. 92882-2187</p>  <p><b>Contacts:</b> Vernon Weisman, PE Project Manager (951) 739-4912 <a href="mailto:Vernon.weisman@ci.corona.ca.us">Vernon.weisman@ci.corona.ca.us</a></p>	<p><b>Wallace &amp; Associates</b> and its staff provided construction Inspection services for the Arlington Desalter Connection project on Promenade Street in Corona. This \$750k desalter connection project included excavation and tie-ins to existing supply lines to form a mixing station with water from the desalter plant and the reservoir. Improvements included new masonry block house, slab on grade, electric and control system installation, replanting and irrigation improvements, sidewalk, driveway, paving, fencing, gates and street improvements.</p> <p>Inspector's duties included daily reports, coordination with operations staff for tie-ins and shut downs, review of traffic control for compliance with the WATCH manual. Inspector also coordinated with Maintenance and Operations Departments within DWP, reviewed payment quantities, resolved field issues with contractor and DWP staff.</p>	 
<p><b>Project:</b> Plant No. 2 Upgrade</p> <p><b>Project Dates:</b> Sept 2012 – March 2013</p> <p><b>Construction Project Mgr:</b> Jeff Schippers</p> <p><b>Client:</b> City of Corona – Dept W&amp;P 400 S. Vicentia Avenue Corona, CA. 92882-2187</p>  <p><b>Contacts:</b> Vernon Weisman, PE Project Manager (951) 739-4912 <a href="mailto:Vernon.weisman@ci.corona.ca.us">Vernon.weisman@ci.corona.ca.us</a></p>	<p><b>Wallace &amp; Associates Proposed staff</b> provided Construction Project Management for this \$4.5M upgrade to the existing plant to incorporate a Zenon Filter membrane system to add 1 MGD to Reclaimed Water effluent we pumped to percolation ponds. It included the new filter structure all the associated piping, valves and appurtenances. 2- 350,000 gallon chlorine contact tanks and a new reclaimed water pump station were built in addition to a new genset, and new motor control centers. 8 new SCADA PLCs were added to the plants system as well as underground duct bank to accommodate future expansion. Duties included management of schedule and budget, negotiate and prepare contract change orders, approve progress pay estimate, lead monthly meetings and administer the contract.</p>	
<p><b>Project:</b> Plant No. 2 Upgrade</p> <p><b>Project Dates:</b> 9-2012 – 3-2013</p> <p><b>Const Project Mgr:</b> Jeff Schippers</p> <p><b>Client:</b> City of Corona – Dept W&amp;P 400 S. Vicentia Avenue, Corona, CA. 92882</p>  <p><b>Contact:</b> Vernon Weisman, PE Project Manager (951) 739-4912 <a href="mailto:Vernon.weisman@ci.corona.ca.us">Vernon.weisman@ci.corona.ca.us</a></p>	<p><b>Wallace &amp; Associates staff</b> provided Construction Project Management for this \$9.5M Water Reclamation Plant # 2 Tertiary Upgrade to Granular Media Filters through the preconstruction phase of this project. The preconstruction phase of this project has been completed at this time. The project is scheduled to start in August of 2014. It will add 3MGD to the reclaimed water effluent that gets pumped to percolation ponds. It includes the main filtration concrete structure, back wash and flocculation basins, coagulant tanks, new Motor Control Centers, pumps, piping and valving and the construction of all support structures and pump houses. The equipment for the project has all been pre negotiated with our vendors.</p>	 <p><i>location of Improvements at plant</i></p>
<p><b>Project:</b> 91 Freeway DB Project</p> <p><b>Project Dates:</b> Oct 2014 – Current</p> <p><b>Project Mgr:</b> Carl Wallace, PE</p> <p><b>Inspector:</b> Phil Fikes, Chuck Larson, Tom Mitchell, Gordon Lewis, Cooly Smith, Don Isom, QSP</p> <p><b>Client:</b> Parsons Transportation Group</p> <p><b>Contact:</b> Paul Price, Construction Manager (951) 415-2874 <a href="mailto:Paul.Price@Parsons.com">Paul.Price@Parsons.com</a></p>	<p><b>Wallace &amp; Associates</b> is providing construction Inspection services of utilities within the City of Corona for this \$1 billion project. The scope of work includes providing full and part time inspection staff to provide quality assurance inspection for water, sewer and storm drain utilities. Inspection Duties include daily reports with photos, detailed manpower, materials and equipment for specific water and sewer projects throughout the City Right-of-Way in conjunction with the freeway construction.</p> 	

# Section 4 – Firm Qualifications

## City of Rialto RFP 15-055 "On-Call" Inspection Services Associated with Private Land Development Projects

<p><b>Project:</b> Masters Drive Recycled Waterline Project</p> <p><b>Project Dates:</b> May 2012 – Feb 2013</p> <p><b>Project Mgr:</b> Carl Wallace, PE.</p> <p><b>Inspector:</b> Phil Fikes</p> <p><b>Client:</b> City of Corona 400 S. Vicentia Avenue Corona, CA. 92882-2187</p>  <p><b>Contacts:</b> Nelson Nelson – Public Works Director (951) 817-57655 <a href="mailto:Nelson.nelson@ci.corona.ca.us">Nelson.nelson@ci.corona.ca.us</a></p>	<p><b>Wallace &amp; Associates</b> provided construction inspection services for the Masters Drive Recycled Waterline and repaving project. This 2.4 mile \$2.5 million recycled waterline project was being constructed through high volume four lane arterial streets within the City of Corona. Pipe was all Ductile Iron Pipe with restrained joints and ranges from 12" to 8" in diameter. The pipe is being double bagged as the location does not have any hot soil that would require a cathodic protection system. The project included repaving (grind and overlay of major arterials within the City. Inspector's duties included daily reports, coordinated with operations staff for tie ins and shut downs, reviewed of traffic control for compliance with specific traffic control plans. Inspector coordinated staking, potholing, materials testing and the oversight of the testing program.</p>	
<p><b>Project:</b> Butterfield Park Recycled Waterline Project</p> <p><b>Project Dates:</b> Nov 2013 - Present</p> <p><b>Project Mgr:</b> Carl Wallace, PE.</p> <p><b>Inspector:</b> Phil Fikes, Robert Peters</p> <p><b>Client:</b> City of Corona 400 S. Vicentia Avenue Corona, CA. 92882-2187</p>  <p><b>Contacts:</b> John Contrado Inspection Supervisor (951) 279-3512 <a href="mailto:john.contrado@ci.corona.ca.us">john.contrado@ci.corona.ca.us</a></p>	<p><b>Wallace &amp; Associates</b> is providing construction inspection services for the Butterfield Park Recycled Waterline project. This 0.5 mile \$2.3 million directional drilled 24" HDPE and 20" DIP recycled waterline project is being constructed through environmentally sensitive area adjacent to the Corona Municipal Airport. The project is being fast tracked with seven days per week continuous activities and 12 hour shifts per day. Two inspectors are covering the project. Inspector's duties include daily reports, coordination city project manager with airport operations staff for construction activities and schedule coordination. Inspectors are also coordinating with environmental consultant and paleontologist on site. Duties include coordinating staking, potholing, materials testing and the oversight of the testing program. Also providing daily reports, photographic records and quantity calculations.</p>	
<p><b>Project:</b> Woods Valley Treatment Plant and Charlan Road Settlement Pond CM, Inspection &amp; Materials Testing Services</p> <p><b>Project Dates:</b> 9/2014 – 8/2016</p> <p><b>Contract PM:</b> Carl Wallace, PE</p> <p><b>Const Manager:</b> Jeff Schippers</p> <p><b>Inspector:</b> Phil Fikes, Tom Mitchell</p> <p><b>Project Administrator/Labor Compliance:</b> Heidi Nesper</p> <p><b>Materials Testing:</b> Leighton &amp; Associates</p> <p><b>Client:</b> Valley Center MWD 29300 Valley Center Road Valley Center, CA 92082</p> <p><b>Contacts:</b> Fernando Carrillo – Project Manager (760) 735-4500 <a href="mailto:fcarrillo@vcmwd.org">fcarrillo@vcmwd.org</a></p>	<p><b>Wallace &amp; Associates</b> is providing Pre-Construction Services, Construction Management, Inspection and Materials Testing services for this \$15.2 million Plant Expansion and Recycled water Settlement Pond construction project. The project total is estimated to be \$15.2M. The projects are currently in preconstruction phase and are anticipated to span 15 to 18 months. The two projects for the Reclamation plant upgrades and the Seasonal Storage will overlap. Scope includes full Construction Management and project controls for this federally funded project. Our Inspector prepares daily reports, coordinates daily inspections with the contractor, prepared photographic records of the work, coordinated with District staff, performed quantity calculations and verification, project recordkeeping and handled citizen contacts in relation to the project work.</p>	



# Section 4 – Firm Qualifications

## City of Rialto RFP 15-055 “On-Call” Inspection Services Associated with Private Land Development Projects

<p><b>Project:</b> Hummingbird Avenue Pressure Reducing Station Project  <b>Project Dates:</b> July -Nov 2013  <b>Project Mgr:</b> Carl Wallace, PE.  <b>Inspector:</b> Phil Fikes  <b>Client:</b> City of Corona  400 S. Vicentia Avenue  Corona, CA. 92882-2187</p>  <p><b>Contact:</b>  <b>John Contrado</b>  Inspection Supervisor  (951) 279-3512  <a href="mailto:john.contrado@ci.corona.ca.us">john.contrado@ci.corona.ca.us</a></p>	<p><b>Wallace &amp; Associates</b> provided construction Inspection services for the Hummingbird Avenue Pressure Reducing Station Project. Project included new PR Station for adjacent school with 8" and 4" PRV's and an 8" swing check valve to separate the two pressure zones if necessary. Cut into ACP pipe for tie-ins with proper disposal, trench compaction, two fire hydrants, 200' of 8" DIP, Grind and overlay of street with AC paving, removal and replace striping, reduced work hours due to adjacent school location to start at 8:30 to 1:30 the start again at 2pm-5. Worked with Cal Val representative to set pressure in accordance with operations staff instruction. Inspection duties included providing project documentation, daily reports, coordinated with operations staff for tie-ins and shut downs, special inspection, coordinated with agency staff from engineering, operations and maintenance departments.</p>	 
<p><b>Project:</b> Resident Construction Inspection Services  <b>Project Dates:</b> March 2011 – Aug 2012  <b>Contract PM:</b> Carl Wallace, PE  <b>Inspector:</b> David Hatcher, Joe Ruzicka, Phil Fikes  <b>Client:</b> Rancho California WD  42135 Winchester Road  Temecula, CA</p>  <p><b>Contacts:</b>  <b>Heath McMahon</b> – Construction Contracts Manager  (951) 296-6983  <a href="mailto:hmcMahon@ranchowater.com">hmcMahon@ranchowater.com</a></p>	<p><b>Wallace &amp; Associates</b> provided resident Inspection services for the \$4 million Madison Avenue 54" waterline replacement project which is located in the Cities of Murrieta and Temecula. Project included relocation of 54" transmission pipeline in support of new interchange project at French Valley Parkway. Work included potholing, new 12" and 24" pipeline installations, air release valves, Cathodic Protection Test Stations, street rehabilitation, temporary shoring, traffic control and NPDES site work. Inspector duties included the coordination with other utilities for water and sewer work, Sunesys, Time Warner Cable, Southern California Edison and Verizon. Our inspectors prepared daily reports, coordinated daily inspections with the contractor, prepared photographic records of the work, coordinated with District staff, performed quantity calculations and verification, project recordkeeping and handled citizen contacts in relation to the project work.</p>	 
<p><b>Project:</b> Slope Protection Project  <b>Project Dates:</b> 2011  <b>Project Manager:</b> Carl Wallace, PE.  <b>Inspector:</b> David Hatcher  <b>Client:</b> Coachella Valley Water District  75-525 Hovley Lane East  Palm Desert, CA. 92260</p>  <p><b>Contact:</b>  Tesyfaye Demissia, PE  Associate Storm water Engineer,  Project Manager  (760) 398-2651 x2605  <a href="mailto:tdemissia@cvwd.org">tdemissia@cvwd.org</a></p>	<p><b>Wallace &amp; Associates</b> provided full time inspection services for the slope protection stormwater basin project for the Coachella Valley Water District. Project construction cost was \$2.5 million and is located in the northern Coachella Valley. Project included about 4,000 linear feet of 60 foot high reinforced concrete embankment protection for an environmentally sensitive stormwater drainage area. The project work includes two drivable ramps and adjacent roadway construction. Staff inspector provided on site resident inspection services for this project and coordinated the field activities with the engineering staff and the supervising construction inspector. Duties included coordination with local cultural representative on site for archeological and paleontological discoveries, compliance with NPDES and SWPPP requirements, coordination of materials testing activities for site compliance and fugitive dust control in accordance with PM-10 requirements.</p>	 



# Section 4 – Firm Qualifications

## City of Rialto RFP 15-055 "On-Call" Inspection Services Associated with Private Land Development Projects

**Project:** Sampson St Pressure Reducing Station Replacement Project  
**Project Dates:** December 2013 – March 2014  
**Project Mgr:** Carl Wallace, PE.  
**Inspector:** Gordon Lewis  
**Client:** City of Corona  
 400 S. Vicentia Avenue  
 Corona, CA. 92882-2187



**Contacts:**  
 Vernon Weisman, PE  
 Project Manager  
 (951) 739-4912  
[Vernon.weisman@ci.corona.ca.us](mailto:Vernon.weisman@ci.corona.ca.us)

### **Wallace & Associates is providing construction inspection services for the Sampson Street Pressure Reducing Station Replacement Project.**

This \$350k project provides three pressure zones interconnected through the PR station allowing DWP flexibility to balance flow and storage between zones. Flow is remotely managed automatically or manually from operations center via radio signal to site SCADA panel. Valves are motor operated and controlled remotely or on site. Site is fed from 24 and 30 inch piping located in Sampson street through 16 and 18 inch piping and control valves. The 24 and 30 inch piping in Sampson street was modified during three separate night time shutdowns to install 16 and 18 inch outlet piping into the project site. Inspector duties included providing project documentation, daily reports, coordination with operations staff for tie-ins and shut downs, special inspection, coordination with design consultant and agency staff from engineering, operations and maintenance departments.



**Project:** Highway 111 Improvements  
**Project Dates:** June 2011 –Sept 2011  
**Project Manager:** Carl Wallace, PE  
**Construction Inspector:** Derrick Watkins  
**Client:** City of Indian Wells  
 24601 Eldorado  
 Indian Wells, CA 92266



**Contact:** Ken Seumalo, PE  
 PWD/City Engr(760) 776-0237

**Wallace & Associates provided resident inspection services to the City of Indian Wells for this major \$5 million roadway and infrastructure project capital Improvement Project.** The project features included over 1.2 million square feet of cold-planing street surface, widening roadway, new rubberized asphalt paving, minor structures, new signalized inter-sections, new mainline water pipeline, new reclaimed water line, irrigation systems, planting and palm tree relocation, sewer improvements, storm drain connections, joint utility trench, new concrete median and sidewalk improvements, traffic control, signage, traffic control loop system, striping and pavement marking, utility relocation and coordination with, The Gas Co., Time Warner Cable, Southern California Edison and Verizon.



## Section 4 – Firm Qualifications

Proposal to Provide On-Call Inspection Services associated with Private Land Development Projects

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Why Choose Wallace & Associates to Provide Inspection Services for the City of Rialto Land Development Projects?

- **Wallace & Associates Was Established to Provide These Exact Services with High Quality Staff, a Cost Effective Approach for Public Agencies Just Like the City of Rialto.**
- **W&A has an Experienced Local Project Manager**
- **W&A's Home Office is in Nearby Corona**
- **W&A Has Extensive Land Development Inspection Services Experience in the Inland Empire**
- **W&A Has Low Cost Aggressive Pricing Due to Our Lean Organizational Structure**
- **W&A Has Highly Qualified and Well Equipped Land Development Inspection Staff**
- **W&A Has Numerous QSP Inspection Staff to Support the City Of Rialto**
- **W&A Has Flexible Staffing Solutions for On-Call Type Assignments**
- **W&A Has Local Inland Empire Inspection Staff**
- **W&A Has Technical Staff to Support the City**
- **W&A Has the Right Approach and Size to Partner With the City for This and Future Projects.....We Want to Grow Together!**

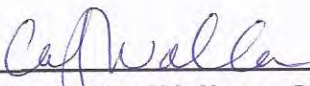
**ATTACHMENT "A"**

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED INSIDE ENVELOPE #1, "WORK PROPOSAL"\***

**REQUESTS FOR PROPOSALS (RFP) # 15-055  
"ON-CALL" INSPECTION SERVICES  
ASSOCIATED WITH PRIVATE LAND DEVELOPMENT PROJECTS  
SIGNATURE AUTHORIZATION**

PROPOSER: Wallace & Associates Consulting, Inc.

- A. I hereby certify that I have the authority to submit this Proposal to the City of Rialto for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

  
\_\_\_\_\_  
SIGNATURE **Cathy Wallace, SPHR - President**

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

\_\_\_\_ An individual;  
\_\_\_\_ A partnership, Partners' names: \_\_\_\_\_  
\_\_\_\_ A company;  
☒ A corporation **(S-Corporation)**

2. My tax identification number is: 27-1653492

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # 1 and 2 is/are hereby acknowledged.

The "Business Concerns Information" sheet shall be included as part of Attachment "A".



## Attachment "A" - Business Concerns Information

The Proposer shall furnish the following information. Additional sheets may be attached, if necessary.

- (1) Name: Wallace & Associates Consulting, Inc.
- (2) Address: 1655 E 6th Street, Suite A-4a, Corona, CA 92879
- (3) Phone No.: (951) 966-7774 Fax No.: (951) 848-0842
- (4) E-Mail: carl@wallace-cm.com, cathy@wallace-cm.com
- (5) Type of Firm: (Check all that apply)  
☐ Individual ☐ Partnership ☒ Corporation  
☐ Minority Business Enterprise (MBE) ☒ Women Business Enterprise (WBE)  
☐ Small Disadvantaged Business (SDB) ☐ Veteran Owned Business  
☐ Disabled Veteran Owned Business ☒ Other (DBE - Certified with State of California and State of Utah)
- (6) Business License: ☒ Yes ☐ No License Number: City of Corona License No. 648709
- (7) Tax Identification Number: EIN 27-1653492
- (8) Contractors License: State: License No. : N/A Classification(s) N/A  
*Note - Numerous Company staff have contractors licenses but Wallace & Associates is a professional consulting firm and does not hold any contractors license.*
- (9) Names and Titles of all members of the firm:  
Cathy Wallace, SPHR - President & Chairman\*  
Carl Wallace, PE - Treasurer & Director of Operations\*  
See Section C for List all W&A Company Staff  
*\*authorized to bind the company in contractual agreements*
- (10) Number of years as a contractor in construction work of the type: \_\_\_\_\_
- (11) Three (3) projects of this type recently completed: *See attached SECTION D " Firm Qualifications" for complete list which includes the information below.*
- 1 Type of project: City of Murrieta - On-Call Construction Inspection Services  
Contract Amount: Annual Contract \$450,000/yr Date Completed: Ongoing (2010 - Current)  
Owner: City of Murrieta, Bob Moehling, PE - City Engineer Phone: (951) 461-6036 bmoehling@murrieta.org
- 2 Type of project: City of Lake Elsinore - On-Call Construction Inspection Services  
Contract Amount: Annual Contract \$160,000/yr Date Completed: Ongoing (2010 - Current)  
Owner: City of Lake Elsinore, Vince Damasse, PE - PWD Phone: (951) 674-3124 x244 vdamasse@lake-elsinore.org
- 3 Type of project: City of Corona - Public Works - On-Call Construction Inspection Services  
Annual Contract (Public Works Department)  
Contract Amount: \$450,000/yr Date Completed: Ongoing (2011 - Current)  
Owner: City of Corona, Bob Morin, PE, TE, Capital Projects Manager Phone: (951) 736-2446 robert.morin@ci.corona.ca.us
- 3 Type of project: City of Corona - Dept of Water & Power - On-Call Construction Inspection Services  
Contract Amount: Annual Contract \$250,000/yr Date Completed: On-Going (2012 - Current)  
Owner: City of Corona, Tom Koper, PE, District Engineer Phone: (951) 279-3604 tom.koper@ci.corona.ca.us
- (12) Person who inspected the site of the proposed work for your firm:  
*Please note that the name of the inspector for each of our representative projects are included within the table in SECTION D - Firm Qualifications of this proposal.*  
Name: Varies Date of Inspection: Varies



**ATTACHMENT "B"**

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED INSIDE ENVELOPE #1, "WORK PROPOSAL"\***

**REQUESTS FOR PROPOSALS (RFP) # 15-055  
"ON-CALL" INSPECTION SERVICES  
ASSOCIATED WITH PRIVATE LAND DEVELOPMENT PROJECTS**

**DEBARMENT AND SUSPENSION CERTIFICATION**

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

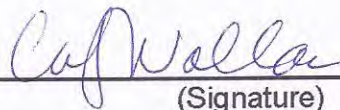
Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

Consultant Name: **Wallace & Associates Consulting, Inc.**

**April 13, 2015**

(Date)



(Signature)

**Cathy Wallace, SPHR - President**

(Name & Title)



City of Murrieta  
Engineering / Public Works Division  
Annual Fees

Fiscal Year 2012-2013  
Effective Date: January 22, 2013



### III. Engineering/Public Works - Fee Schedule

City of Murrieta, Fiscal Year 2012 - 2013

Grading (Clear and Grub, Stockpile, Mass, Rough)					
Type Fees are calculated based on % of Engineer's Cost Estimate.		Plan Check			Inspection
		Minimum	ENG	PLNG	PW
50 - 100,000 CY		5,000.00	3.00%	150.00	7,500.00 5.00%
101,000 - 200,000 CY		5,000.00	2.50%	150.00	7,500.00 4.00%
201,001 + CY		5,000.00	2.00%	150.00	7,500.00 3.00%
Dept	Fee Type	Fee Amount			
ENG	Permit Fee	62.00			
ENG	Record Retention - Mylar	8.00 per page			
ENG.	Record Retention - Reports	50.00 each			
PLN	General Plan Update	50.00			

Precise Grade Commercial					
Type Fees are calculated based on % of Engineer's Cost Estimate.		Plan Check			Inspection
		Minimum	ENG	PLNG	PW
Commercial - Minor (to 60,000)		2,500.00	5.00%	303.00	3,500.00 6.00%
Commercial - Small ( 60,001 to 250,000)		5,000.00	3.00%	303.00	7,500.00 5.00%
Commercial - Medium (250,001 to 750,000)		6,250.00	2.50%	606.00	8,750.00 4.00%
Commercial - Large (751,000 up)		15,020.00	2.00%	909.00	22,530.00 3.00%
Dept	Fee Type	Fee Amount			
ENG	Permit Fee	62.00 each			
ENG	Record Retention - Mylar	8.00 per page			
ENG.	Record Retention - Reports	50.00 each			
PLN	General Plan Update	50.00			
BLDG	Precise Grading for Site Compliance up to 3 Building	181.00			
BLDG	Precise Grading for Site Compliance each additional Building	90.00			



Precise Grade Residential					
Type Fees are calculated based on % of Engineer's Cost Estimate.		Plan Check		Inspection	
		Minimum	ENG	PLNG	Minimum PW
Tract Housing		5,000.00	3.00%	404.00	7,500.00 5.00%
Single Family Residence		3,200.00	3.00%	227.00	1,300.00 5.00%
Single Family Residence - with WQMP		4,000.00	3.00%	227.00	1,300.00 5.00%
Multi-Family Residential		5,000.00	3.00%	454.00	7,500.00 5.00%
Dept	Fee Type	Fee Amount			
ENG	Permit Fee				62.00 each
ENG	Record Retention - Mylar				8.00 per page
ENG.	Record Retention - Reports				50.00 each
PLN	General Plan Update	50.00			
BLDG	Tract and Multi-Family Plan Check	181.00			

Other Grading Permits			
Type		Plan Check	Inspection
		ENG	PW
Fine Grade & Drainage		300.00	750.00
Haul Permit > 50 CY		62.00	Plus 500.00 Security Deposit
Permit Extension / Renewal		62.00	5% of construction cost "remaining" at the time of extension/renewal
Dept	Fee Type	Fee Amount	
ENG.	Permit Fee	62.00 each	
PLN	General Plan Update	50.00	

Revision - Grading			
Type Fees are calculated based on % of Engineer's Cost Estimate.		Plan Check	Inspection
		ENG	PW
Revision - Grading		2,000.00 per page	5.00%
WQMP Review		Charged at prevailing Hourly rate	
Dept	Fee Type	Fee Amount	
ENG	Permit Fee	62.00	
ENG	Record Retention - Mylar	8.00 per page	
ENG.	Record Retention - Reports	50.00 each	
PLN	General Plan Update	50.00	



Seismic Study-Alquist Priolo/Special Study Zone		
Type		Plan Check
		ENG
Seismic Study		3,000.00
Dept	Fee Type	Fee Amount
ENG	Record Retention - Reports	50.00 each
PLN	General Plan Update	50.00

Improvements - Street, Storm Drain, Sing & Stripe, Median and/or Traffic Signal				
Type Fees are calculated based on % of Engineer's Cost Estimate.		Plan Check		Inspection
		Minimum	ENG	Minimum PW
Improvements, Small (to 250,000)		5,000.00	3.00%	7,500.00 5.00%
Improvements, Medium (250,001 to 750,000)		6,250.00	2.50%	8,750.00 4.00%
Improvements, Large (750,001 up)		15,020.00	2.00%	22,530.00 3.00%
Dept	Fee Type	Fee Amount		
ENG	Permit Fee	62.00		
ENG	Facility Indicator Fee	18.00		
ENG	Record Retention - Mylar	8.00 per page		
ENG.	Record Retention - Reports	50.00 each		
PLN	General Plan Update	50.00		

Improvements - Revisions - Street, Storm Drain, Median and/or Sign & Stripe			
Type Fees are calculated based on % of Engineer's Cost Estimate.		Plan Check	Inspection
		ENG	PW
Revision - Street & Storm Drain		2,000.00 per page	5.00%
Dept	Fee Type	Fee Amount	
ENG	Permit Fee	62.00	
ENG	Facility Indicator Fee	18.00	
ENG	Record Retention - Mylar	8.00 per page	
ENG.	Record Retention - Reports	50.00 each	
PLN;	General Plan Update	50.00	



Maps New / Changes		
Type	Plan Check	
	ENG	PLN
Easement Dedication/Quitclaim	3,000.00	75.00
Final Map, Amendment	3,000.00	202.00
Tract Map, Small (Up to 25 lots)	7,000.00	202.00
Tract Map, Medium (26 to 85 lots)	10,000.00	404.00
Tract Map, Large (86+ lots)	15,000.00	606.00
Parcel Map (4 parcels maximum)	7,000.00	404.00
Map Parcel, Waiver	2,600.00	75.00
Lot Line Adjustment, 1 - 4 lots	3,300.00	75.00
Parcel Merger, Maximum 4 lots	4,700.00	75.00
Certificate of Compliance	2,000.00	75.00
Certificate of Correction	2,000.00	75.00
Vacation - Utility Approval Required	3,900.00	75.00
Dept	Fee Type	Fee Amount
ENG	Record Retention - Mylar	8.00 per page
ENG.	Record Retention - Reports	50.00 each
PLN	General Plan Update	50.00

Encroachment Permits		
Type Fees are calculated based on Fee Calculation Form unless otherwise indicated.		
Permit	Fee Amount	Extension/Renewal
Permit Fee	62.00	5% of construction cost "remaining" at the time of extension/renewal
Facility Indicator Fee	18.00	
Inspection	Type	Fee Amount
Minimum 1 Day-Per Permit		120.00
Additional Days	Residential or Collector	40.00
(Per day)	Secondary or Major	60.00
	Arterial	80.00
Overtime-Per Hour		180.00
Scope of Work	Type	Fee
Pot Hole with 6" to 8" Core Vac	Residential or Collector	40.00
(Each)	Secondary or Major	60.00
	Arterial +	80.00
Trench - Pavement (maximum 2' wide)	Residential or Collector	1.00
Encroachment Permits continue...		



**III. Engineering/Public Works - Fee Schedule**
**City of Murrieta, Fiscal Year 2012 - 2013**

(Per Linear Ft.)	Secondary or Major	1.50
	Arterial +	2.00
<b>Trench - Parkway or Dirt (maximum 2' wide) ***</b>	<b>Residential or Collector</b>	<b>1.00</b>
(Per Linear Ft.)	Secondary or Major	1.25
	Arterial +	1.50
<b>Bore Pits</b>	<b>Pavement (each)</b>	<b>120.00</b>
	<b>Parkway or Dirt (each) ***</b>	<b>60.00</b>
<b>Pot Hole / Bore</b>	<b>Pavement (1st 1,000 Linear Ft.)</b>	<b>1.50</b>
	<b>Parkway or Dirt (each) ***</b>	<b>1.00</b>
<b>Test Monitoring Well (each)</b>		<b>345.00</b>
<b>Curb Cores</b>	<b>Commercial/Industry</b>	<b>100.00</b>
<b>Curb and Gutter (R&amp;R) (Per Linear Ft.)</b>		<b>1.50</b>
<b>Excavation (per Sq Ft.)</b>	<b>Pavement (1st 1,000 Sq. Ft.)</b>	<b>1.00</b>
	<b>Parkway or Dirt ***</b>	<b>0.70</b>
	<b>Sidewalk (R&amp;R) per sq. ft.</b>	<b>1.50</b>
<b>Driveway</b>	<b>Residential</b>	<b>345.00</b>
	<b>Commercial/Industry</b>	<b>845.00</b>
<b>Temporary Power</b>	<b>Per Street Crossing</b>	<b>120.00</b>
<b>Traffic Control</b>		<b>Fee</b>
<b>Inspection</b>	<b>Residential or Collector</b>	<b>40.00</b>
(Per day)	Secondary or Major	60.00
	Arterial +	80.00
<b>Other</b>		<b>Fee</b>
<b>Curb Cores</b>	<b>Residential</b>	<b>100.00</b>
<b>Small Utility</b>	<b>Blanket Permit</b>	<b>155.00 each</b>
<b>Medium Utility</b>	<b>Fee Calculation</b>	
<b>Large Utility (Cost Estimate over \$10,000)</b>	<b>See "Improvements" section above</b>	
<b>With Third Party Plan Check</b>	<b>See "Improvements" section above</b>	
<b>Cost Estimate Without Third Party Plan Ck</b>	<b>Fee Calculation</b>	
<b>Dept</b>	<b>Fee Type</b>	<b>Fee Amount</b>
ENG	Blanket Permit Administration Fee	620.00 per year
ENG	Record Retention - Mylar	8.00 per page
ENG	Record Retention - Reports	50.00 each
*** (Landscape areas may require CSD Approval & Security Deposit)		



### III. Engineering/Public Works - Fee Schedule

City of Murrieta, Fiscal Year 2012 - 2013

Monument Inspection		
Acres		Inspection
		ENG
Tract Map - Lots < 2.5		1,000.00
Tract Map - Lots > 2.5		1,500.00
Parcel Map 4 or less parcels < 20		500.00
Parcel Map 20 or >		1,000.00
Dept	Fee Type	Fee Amount
ENG	Permit Fee	62.00
ENG	Record Retention - Mylar	8.00 per page
ENG.	Record Retention - Reports	50.00 each

Transportation Permit	
Type	Permit
	ENG
Single Trip (1 round trip / 3 day maximum)	16.00 *
Annual Permit (365 days)	90.00 *
* Permit fee amounts per State Vehicle Code and are subject to change.	

Other Fees		
Type		ENG
Plan check fees assume maximum of four (4) plan checks.		Additional plan check may require additional fees.
Should Engineer's Cost Estimate amount increase during Plan Check		Additional plan check fees will be required.
Penalty if Work Started Without Permit - Grading or Encroachment		500.00 or as Determined by PW Director
Permits issued for one (1) year construction period grading or encroachment.		Permit extensions require additional Inspection Fee based on remaining work.
WQMP Plan Check		Charged at prevailing hourly rate
Legal Review		Charged at actual cost.
Wireless Facilities Plan Check		Charge based on estimated actual cost.
Over the counter plan check		Charged at prevailing hourly rate
Engineer's Cost Estimate, Fee Calculation Worksheet, Fees		May be subject to modification by PW Director
Permits – PW Inspection for Overtime Work		Charged at 1.5 times prevailing hourly rate.
Dept	Fee Type	Fee Amount
ENG.	Security Deposit Administration Fee	1% of Cash Security
ENG	Misc. Fee (FedEx, Copies, etc.)	Actual Cost

## I. City - Wide Hourly Rates and Fees

City of Murrieta, Fiscal Year 2012 - 2013

<b>Building and Safety</b>	
<b>Description</b>	<b>Hourly Rate/Fee Amount</b>
<i>Plan Check</i>	
Sr. Plans Examiner	90.00
Development Services Technician	68.00
Office Specialist	48.00
<i>Inspection</i>	
Building Inspector III	85.00
Development Services Technician	68.00
Secretary	60.00
<i>Certificate of Occupancy</i>	
Processing of Certificate of Occupancy	45.00
Inspection for Certificate of Occupancy	85.00
Record Retention 11x17 and smaller	1.00 per page
Record Retention plan size	2.00 per page
HCD Processing Fee per transportable unit	11.00
Misc. Fee (FedEx, Copies, etc.)	Actual Cost

<b>Code Enforcement</b>	
General & Professional (includes city overhead)	94.00



<b>Engineering</b>	
<i>Plan Check</i>	
Engineering Manager	165.00
Civil Engineering Associate	125.00
Development Services Technician	85.00
PW Inspection Superintendent	130.00
Contract Plan Checker	191.00
<i>Inspection</i>	
Senior Public Works Inspector	100.00
Public Works Inspector	87.00
Contract PW Inspector	120.00
Misc Fee (FedEx, Copies, etc)	Actual Cost
Record Retention 11x17 and smaller	1.00 per page
Record Retention plan size	2.00 per page



<b>Overtime</b>	Billed at 1.5 times the hourly rate, with a minimum of two hours. Overtime is defined as call-ins outside a regular work schedule.
<b>Deposit Accounts</b>	Minimum charge of one hour, increments of 15 minutes thereafter.
<b>Deposit Refunds/Collections</b>	Refunds due to deposit accounts less than \$30.00 will be retained by the City. Final balances due from deposit accounts less than \$30.00 will be waived by the City.

## **SERVICES AGREEMENT**

### **BETWEEN THE CITY OF RIALTO AND**

### **WALLACE AND ASSOCIATES CONSULTING**

### **“ON-CALL PUBLIC WORKS CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES RELATED TO PRIVATE LAND DEVELOPMENT PROJECTS”**

THIS SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 13 day of October, 2015 by and between the City of Rialto, a municipal corporation (“City”), and Wallace and Associates Consulting (“Consultant”). City and Consultant are sometimes individually referred to as “Party” or collectively as “Parties”.

### **RECITALS**

A. City has sought, by issuance of a Request for Proposal or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

### **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

#### **ARTICLE 1. SERVICES OF CONSULTANT**

##### **1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this

Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

## 1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents"), and the Scope of Services shall include Consultant's scope of work or Consultant's accepted bid proposal ("Accepted Bid"). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

## 1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

## 1.4 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

## 1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of

the services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

#### 1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

#### 1.7 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *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. It is the understanding of City and Consultant that the Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. Contractor shall defend, indemnify, and hold 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.

#### 1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

#### 1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars (\$15,000), whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken

either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

#### 1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

### **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

#### 2.1 Contract Sum.

City and Consultant hereby acknowledge and agree that the scope of services required by this Agreement is subject to fluctuation due to factors controlling the pace of development within the City of Rialto beyond City's control, and will vary dependent upon the number and type of Public Works capital projects requiring the Consultant's services; and no guarantee of the extent and type of services required of Consultant under the terms of this Agreement is made by the City. The annual level of services required by this Agreement is unknown, and may significantly increase or decrease from year to year. In acknowledgement of the fact that the number and type of private land development projects and City Public Works capital projects requiring the Consultant's services has not been identified for this contract, City and Consultant hereby acknowledge and agree that the "Maximum Contract Sum" shall not exceed the amount budgeted for services under this Agreement by the City Council notwithstanding the total collective sum of individual Purchase Orders issued to Consultant pursuant to and during the term of this Agreement. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "D" and incorporated herein by this reference.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment for time and materials based upon the Consultant's Schedule of Hourly Billing Rates as shown on Exhibit "D", or (iii) such other methods as may be specified in

the Schedule of Compensation. Compensation shall include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense, and all other necessary expenditures required to perform the professional services under this Agreement. Compensation shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City; Consultant shall not be entitled to any additional compensation for attending said meetings. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefore.

It is expressly agreed that the maximum contract amount of this Agreement is undefined, subject to the number and type of Public Works capital projects requiring the Consultant's services throughout the duration of the term of this Agreement. Consultant shall be entitled to compensation in accordance with separate City authorized "Task Orders" (Purchase Orders) with corresponding Not-to-Exceed payment amounts established pursuant to the Consultant's Schedule of Hourly Billing Rates as shown on Exhibit "C". Consultant's compensation shall be limited to the amount identified on each separate, individually authorized Task Order corresponding to a City Project requiring the services of the Consultant.

## 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

## 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

## 2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement,



Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

## **2.5 No Waiver.**

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### **3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement.

### **3.2 Schedule of Performance.**

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, pursuant to Section 1.9.

### **3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine

restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

### 3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years, with two one (1) year extensions upon completion of three years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

## **ARTICLE 4. COORDINATION OF WORK**

### 4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Cathy Wallace, SPHR  
(Name)

President  
(Title)

Carl Wallace, P.E.  
(Name)

Vice President  
(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall

notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

#### 4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### 4.3 Contract Officer.

The Contract Officer shall be the City Administrator or other such person designated by the City Administrator. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Administrator, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### 4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

## **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

### **5.1 Insurance Coverages.**

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis,



and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall

apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

### 5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

#### 5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### 6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during

normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

## 6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

## 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not



release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30)

days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### 7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

### 7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

#### 7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

#### 7.7 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Consultant and its sureties shall be liable for and shall pay to City the sum of One thousand, Two Hundred Dollars (\$1,200.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

#### 7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

#### 7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the

Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

#### 7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### 8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

#### 8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.



### 8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

### 8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### 9.1 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

### 9.2 Payment of Taxes.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

### 9.3 Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be

deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City:                   City of Rialto  
                                  150 S. Palm Ave.  
                                  Rialto, CA 92376  
                                  Attn: City Administrator  
                                  Tel: (909) 820-2525  
                                  Fax: (909) 820-2527

With copy to:               Aleshire & Wynder, LLP  
                                  18881 Von Karman Ave., Suite 1700  
                                  Irvine, CA 92612  
                                  Attn: Fred Galante, City Attorney  
                                  Tel: (949) 223-1170  
                                  Fax: (949) 223-1180

If to Consultant:          Cathy Wallace, SPHR, President  
                                  1655 E. 6<sup>th</sup> Street, Suite A-4a, Corona, Ca 92878  
                                  Tel: (951) 966-7774  
                                  Fax: (951) 848-0842

With copy to:               Carl Wallace, P.E. – President & Chairman  
                                  1655 E. 6<sup>th</sup> Street, Suite A-4a, Corona, Ca 92878  
                                  Tel: (951) 966-7774  
                                  Fax: (951) 848-0842

Either Party may change its address by notifying the other Party of the change of address in writing.

#### 9.4 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### 9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### 9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

#### 9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

#### 9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY:**

CITY OF RIALTO, a municipal  
corporation

\_\_\_\_\_  
Deborah Robertson, Mayor

**ATTEST:**

\_\_\_\_\_  
Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Fred Galante, City Attorney

**CONSULTANT:**

**Wallace and Associates Consulting**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Two signatures are required if a corporation.**

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **I. Consultant will perform the following Services:**

The selected Consultant shall provide professional services in construction management and inspection services related to various private land development projects. Appropriate inspection services shall be provided for review and approval of on-site and off-site improvements associated with private land development projects, including, but not limited to the following tasks: rough grading, street, sewer, water, storm drain, precise grading/paving, traffic signal, and traffic striping/signage.

The selected Consultant shall ensure all required improvements are constructed to appropriate standards and in accordance with the approved plans for the project. Construction management services associated with private land development projects shall be provided to the extent that changes to the approved plans are requested by the developer/owner and require review and approval by the City Engineer. Coordination of materials testing and inspection services shall also be provided with All costs associated with materials testing/inspection paid for by the developer or project owner.

The selected Consultant shall provide first class as-needed construction management and inspection services associated with various projects, including: street improvements, storm drainage improvements, traffic improvements, and facilities construction. More specifically, construction management services shall include, but are not limited to:

#### **Pre-Construction Phase:**

1. Maintain a project schedule based on anticipated completion of construction.

#### **Construction Phase**

1. Attend Pre-Construction meeting with general contractor and project stakeholders and present special concerns if any.
2. Provide and maintain sufficient field personnel to administer and manage construction contract.
3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
4. Attend progress meetings to discuss contract issues, procedures, progress, problems, submittals, request for information (RFIs), deficiencies and schedules.
5. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
6. Assist City in reviewing services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
7. Maintain a complete project filing system.
8. Photograph prior, during, and after construction.
9. Interpret plans, specifications and regulations and ensure that contractors are following the approved plans. Provide inspections to ensure projects are constructed according to project specifications.



10. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
11. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
12. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
13. Provide accurate measurements of work completed by contractors in accordance with contract documents.
14. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed as it relates to off-site Public Improvements.
15. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
16. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations.
17. Attend progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site.
18. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
19. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.
20. Observe construction safety, public safety and convenience, and report discovered problems to City.
21. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
22. The selected Consultant shall ensure approved Water Quality Management Plans (a "WQMP") are implemented accordingly. The selected Consultant shall verify the developer/owner has obtained clearance under the Statewide General Permit (currently: Board Order 2009-0009-DWQ General Permit No. CAS000002), and has been issued a Waste Discharge Identification Number (WDID#). The selected Consultant shall also confirm that all land development construction activities within the City of Rialto conform to requirements identified in the City's current National Pollutant Discharge Elimination System ("NPDES") Permit (currently: Board Order No. R8-2010-0036, NPDES No. CAS 618036). The selected Consultant shall review installation of all required storm water pollution control measures identified on the approved WQMP.
23. Coordinate submittal of as-built plans to City upon project completion.
24. Evaluate completion of work, prepare preliminary and final punch list and follow through with contractor until completion of all punch list items and compliance with conditions of approval for project.
25. Upon project completion, conduct final inspection and close-out encroachment and construction/excavation permits.

#### Post-Construction Phase

1. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.

2. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in project conditions of approval.
3. Deliver project files to City.

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **Consultant's Specified Scope of Work**

The following scope of work was identified in the Consultant's proposal to the City. To the extent certain services may not be explicitly described in the Consultant's scope of work, but were required as a part of the City's scope of work identified in its RFP #15-055, those services shall be considered as included in and a part of the Consultant's specified scope of work as herein described on the following pages.

**EXHIBIT “B”**

**CITY’S REQUEST FOR PROPOSALS**

**CITY’S REQUEST FOR PROPOSALS FOLLOWS THIS PAGE**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

- I. Consultant shall perform the following tasks at the following rates:

**CONSULTANT'S SCHEDULE OF COMPENSATIONS FOLLOWS THIS PAGE**



- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
  - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - B. Line items for all materials and equipment properly charged to the Services.
  - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed \$300,000.00 as provided in Section 2.1 of this Agreement.**
- VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

**EXHIBIT “D”**

**SCHEDULE OF PERFORMANCE**

The services provided hereunder this Agreement shall occur on an as-needed “on-call” basis, pursuant to separate individual task orders. The City and Consultant shall agree on a schedule of performance for scopes of work on assigned projects.

**END OF EXHIBIT “D”**

## Section 2 – Scope of Work

### City of Rialto RFP No. 15-055 – “On-Call” Inspection Services Associated with Private Land Development Projects

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#### WORK PLAN

Management of any construction project requires a proactive approach with talented staff. W&A owes the successful completion of hundreds of client projects to our ability to find and maintain excellent professional staff, and our dedication to organization, documentation and the proactive management of the construction process. Our keen understanding of, and experience with, the public process and the public construction contract administration also results in a smoother project experience. Our team's experience and our proactive approach enable W&A to stay ahead of the contractor and maintain the project on track for successful completion, on time and within budget.

#### Management Approach

In providing Construction Inspection services our manager will coordinate with City staff to ensure that our staff has all the proper documents and equipment needed prior to the start of the assignment. W&A takes pride in our professional capabilities and providing our staff with the tools needed to do their job. We also know that our staff is often recognized as a representative of the City and they can be the first contact point on a project with a developer, a resident or a business owner. That is why W&A provides our staff with new, good quality professional work vehicles (all are white color) with clear W&A logo painted on the side, good ground clearance and even 4WD if needed. Because of our ongoing commitment to safety, our staff is equipped with new safety vests and hard hats. We have received very positive feedback from our clients who understand the importance of a professional image.

W&A' management plan is to provide the City with cost effective alternatives for project delivery through qualified staff with the right expertise for the proposed project. We want to get the project off to a good start and that starts with the right people. Many large companies can show a high number of successfully completed similar projects. But they are only as good as the staff that they are actually able to deliver to the project. We have an excellent track record in providing qualified staff and our manager Carl Wallace also has an excellent track record in this area with his previous companies prior to joining W&A. It is not easy to gain time once the construction phase begins, so we spend effort on the front end during preconstruction to assist the City and become an integral part of the project delivery team for each of our projects. We like to spend time up front to minimize delays and issues later on in the project; we do this through early collaboration prior to the start of the construction activities. The following activities are key to the start-up of most projects and we emphasize them as part of our management approach.

Prior to starting work our Project Manager will facilitate the collaboration with our Inspector and the Project Engineer for the City. Typical items to communicate include: Review of all plans, special provisions, construction and materials manual, and specifications that apply to the assigned project; review the day to day project responsibilities; review the content and format of the daily inspection reports for the project; review the required testing procedure and forms; and discuss roles and responsibilities regarding City procedures for notifications, changes, corrections, delays, rejections and tolerances.

#### General Scope of Services

Below is a detailed summary of W&A's approach to providing our construction inspection services to the City of Rialto. It should be noted that the approach detailed below is provided as an example for inspection services. The actual approach to each project would appropriately vary with the status, complexity and needs of the project assignment.

#### Scope of Work – Land Development Inspection Services

##### Pre-Construction Phase

**Preconstruction Conference:** W&A Inspector will attend the Pre-Construction Meeting. The Inspector can assist in notification to Contractor, utility agencies, and other stakeholders, and prepare the meeting agenda and minutes.

The agenda and minutes should include the following items, at a minimum:

- Introductions of key personnel
- City responsibilities
- Safety
- Project Overview
- Confirmation of fully-executed Contract Documents and Notice to Proceed
- Establishment of Contract Time and Completion Date
- Review of Working Day definition and holiday schedule
- Common overall project goals will be identified



## Section 2 – Scope of Work

### City of Rialto RFP No. 15-055 – “On-Call” Inspection Services Associated with Private Land Development Projects

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- Chain of communication and key contacts
- Public Relations
- The scope will be discussed and clearly defined
- Critical design elements, schedule and cost factors will be discussed
- Experience and key roles in the project will be discussed
- Past project experiences will be discussed to identify potential pitfalls
- Discussion of Master Schedule
- Sub-contracts
- Documentation and tracking controls
- Change order procedures
- Scope, schedule and cost change administration, notification requirements, and controls
- Submittal and RFI Process
- Identify long lead and any substitution and “or-equal” items and testing – review call-out requirements and deputy/special and testing requirements
- Review survey for consistency with the design
- Progress payment procedures
- Labor compliance
- Rights-of-way
- Easements and special access considerations
- Placement of signs
- Questions and answers
- Action item assignments

**Pre-Construction Documentation:** Our Inspector(s) will prepare files prior to start of work so that these are ready to go. They will also conduct pre-construction job site photo and/or video records of the project site prior to any work by the contractor. The inspector will notify the Contractor so that they can accompany the inspector at the same time to perform their own photo or video record as well.

**Start-Up Schedule:** The contractor should provide a schedule at the start of the project. The schedule should show enough detail to know when inspections need to take place to outline a rough inspection schedule for the work.

#### Construction Phase

**Daily Construction Observation Reports:** W&A Inspectors will compile daily observation reports documenting the contractor’s workforce, all materials and equipment used or idle, a summary of the construction operations, any field problems, any disputes or claims, resolutions of issues and information provided or written directives to the Contractor. Completed daily reports will be transmitted to the City on a weekly basis with originals filed and stored appropriately.

**Periodic Progress Reports:** W&A will prepare periodic reports with the Project Stakeholders. These reports are typically compiled monthly and can include the following information:

- Summarized report of construction activities including significant events and accomplished goals
- Construction observation reports
- Description of progress with photos to enhance the descriptions
- Description of equipment used
- Comparison of Actual vs. Planned Progress, in narrative and bar graph forms
- The latest detailed Four-Week Look Ahead Schedule submitted by the Contractor and reviewed by the CM
- Identification and discussion of current problems or pending change orders and actions taken or planned to resolve such issues
- Discussion of new short and long term goals for the project (lot releases, utility tie ins, completion to name a few)
- Comparison of Actual vs. Planned inspection budget expenditures
- Master Trend Log detailing potential and approved changes
- Report of progress payments made to date and invoices in process

## Section 2 – Scope of Work

### City of Rialto RFP No. 15-055 – “On-Call” Inspection Services Associated with Private Land Development Projects

- Labor Compliance Reports for Contractor and Subcontractor employees (if required)
- QA/QC prepared by the team addressing testing and regulatory compliance issues
- Analysis of change order impacts or potential problems on schedule and budget

**Submittal Processing:** The Inspector will obtain necessary submittals for compliance with the specifications for each project. He will maintain the current submittals for verification that work in the field in compliance with the approved submittals. All shop drawings, samples and other submittals received from the Contractor will be logged in and routed to the City and the designer. Responses will be logged in and transmitted to the Contractor. Submittals will be tracked throughout the project to ensure timely response in order to avoid Contractor claims for delay. All submittals will be expedited utilizing electronic delivery whenever possible (except for shop drawings, large format documents, etc.). Additionally, W&A will recommend key contractual requirements for the Contractor to clearly indicate submittal processing requirements in the project schedule. Submittal comments will be monitored to identify potential impacts to quality, cost or schedule, with recommended alternatives and/or solutions.



**RFI's:** Upon receipt, the Inspector will log, distribute and respond to each Request for Information (RFI) as required. It is anticipated that most will be handled upon receipt. However, in the event that the design engineer or the City staff is required to answer questions, the Inspector will coordinate a timely resolution. W&A will identify potential impacts to cost or time that may result due to issues identified in RFI's, with recommended alternatives or solutions to mitigate the potential impacts.

**Weekly Statement of Working Days:** When applicable the W&A Inspector will prepare a weekly statement of working days documenting the construction progress, time of completion, delays and time extensions, and submit to Contractor and the City on a weekly basis. The weekly statement of working days is typically discussed and agreed upon at each progress meeting and transmitted as an attachment to the minutes.

**Problems and Solutions:** The W&A proactive approach serves to anticipate and expeditiously resolve field problems. Our team is well trained in problem solving. All issues are processed with a sense of urgency and presented to the City with suggested alternatives, cost and schedule impacts and recommended solutions. The W&A inspection staff will quickly implement the alternative that suits the best interests of the project and the City. W&A will effectively and expeditiously communicate with City staff, Design Consultants and the Contractor to identify conflicts construction problems, coordination issues, and will obtain the needed action and response to submittals and RFI's.

**Project Controls:** Complete and current project files will be kept at the job site, or at a location agreeable to the City, and will be available to the City at all times. Our inspection staff may or may not have the role of fulfilling these requirements for the project. These files will consist of the contract, correspondence relating to or modifying the contract, proposal requests, clarifications, permits, logs, reports, RFI's, field orders, change orders, claims inspection reports, test reports, etc. The W&A team will prepare a detailed file indexing system for all project hard files, and we would offer an industry standard system for contract administration for logging and tracking of critical issues, change management, RFI's, submittals, digital data and scanned documents. W&A can use City standard or customized forms. We will adapt our system to the specific needs of the project, to monitor, track and control the project. This detailed tracking system will enable us to provide an accurate assessment of the progress to the City with recommendations to maintain or improve adherence to the approved project schedule. We can also track site environmental mitigation measures and compliance issues that may be required for bonding and fund reimbursement.

**Schedule Review:** W&A is very familiar with all of the mainstream scheduling software used by the public works contracting industry including, but not limited to, Primavera P3® Suretrak® and Microsoft Project®. The W&A Inspector will review the baseline construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-times. The CM team will evaluate the baseline project schedule for the following:

- Consistency with the contract schedule (completion within the contract time)
- Accurate start dates, completion dates, other dates detailed in the contract
- Any impacts of weather and change orders
- Sufficient detail – including submittal process and procurement requirements
- Sequence of construction and correct schedule logic
- Identification of the critical path and project float





## Section 2 – Scope of Work

### City of Rialto RFP No. 15-055 – “On-Call” Inspection Services Associated with Private Land Development Projects

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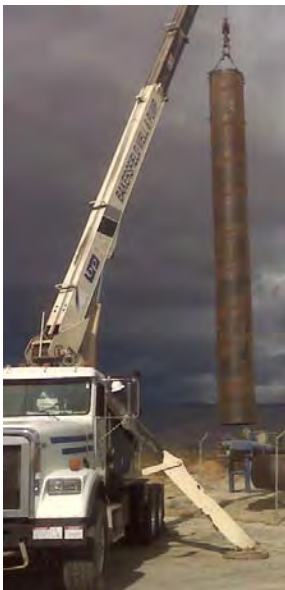
The schedule will not be approved as the baseline until all discrepancies are resolved.

**Schedule Control:** During the progress of construction, the W&A team will compare the Contractor’s schedule updates to the baseline schedule and any approved time extensions, note any shortcomings and monitor and track corrections by the Contractor to keep the project schedule on track. A four-week “look-ahead” schedule will be requested from the Contractor, updated weekly and presented at the weekly construction progress meetings. This tool will keep the entire team looking one month ahead of the project and will facilitate proactive handling of project activities and issues. This will be used to update our inspection schedule as needed.

**Photographs:** Prepare and maintain an electronic photo journal documenting the construction progress. Photos will be taken before construction begins, during construction and upon completion of the project. Photos will be taken so as to show location and landmarks as needed for future identification. Inspector will download, label and organize photo records for ease of use when turned over to the City at the end of the project.

**Contract Conformance:** W&A Inspector(s) will visit the site during the normal working hours (and when critical activities warrant it) to verify construction progress and to verify that all work conforms to contract requirements. Deputy and special inspection and materials sampling and testing will be coordinated and provided as required by the final plans and specifications. W&A will reject work that does not conform to the requirements of the contract documents and will promptly report unacceptable work to the City and Contractor. Rejected work will be thoroughly documented, photographed, and tracked until repaired or replaced to the satisfaction of the City.

**Coordination with City:** W&A will closely monitor the work of the Contractor. The Contractor will be required to submit a four-week look ahead of schedule at the weekly meetings. This is a very effective tool in helping to coordinate the construction operation, particularly in relation to any interface operations with the City’s activities. W&A will assist the City to minimize disruption to both City and construction operations.



**Safe Conditions:** W&A will monitor project work and adjacent areas for unsafe conditions, promptly require corrective measures to be addressed by the Contractor in compliance with the contract documents and report such issues and corrective measures taken to the City.

**SWPPP:** W&A QSD staff will check that each project is loaded on the state database and that the project complies with the approved WQMP. W&A will enforce all provisions of the Plan and/or other requirements set forth in the specifications. W&A staff is well versed in NPDES monitoring through provision of dedicated services for oversight of developers and contractors on behalf of several public agencies. In addition, our QSP staff will prepare and execute the necessary reporting when required, or on a spot basis to existing projects. At a minimum, NPDES requirements will be monitored and a specific Checklist will be compiled. Any deficiencies noted will be addressed with the Contractor for immediate remedy. In the event that inclement weather is forecasted, a site walk will be conducted to ensure that approved BMP’s and mitigation measures included in the approved plan are in place and well maintained.

**Materials and Workmanship:** W&A will recommend approval of materials and workmanship that meet the contract requirements, in coordination with the authority of the consulting engineer, architect, fire inspector, deputy inspector, or other authorized representative or regulatory authorities having jurisdiction.

**Documentation Interpretation and Technical Assistance:** W&A will perform the coordination and expediting between the contractor, design team and City staff to clarify any questions for interpretation of the construction documents. Timely, firm and fair determinations will be processed to minimize any cost and time impacts.

**QA/QC:** W&A will enforce the Quality Assurance plan, in conformance with the City’s Quality Assurance Manual, or as developed by W&A and the City for the specific needs of the project. W&A will perform and/or coordinate QA/QC activities on a daily basis and review activities as they happen, to make sure that QA/QC procedures are followed and deficiencies are resolved in a timely and efficient manner. The Inspector will maintain a chronological log of all records.

**Special, Deputy and Soils Inspection and Materials Testing:** W&A has a working relationship with most of the local soils, deputy inspection and material testing firms. Upon determination of the specific, deputy and soils inspection and testing requirements, W&A will develop the required scope of services and engage the necessary services for the QC on the project. Our Inspector will work closely and can coordinate the request for these services and help develop the testing plan and manage its implementation.

## Section 2 – Scope of Work

### City of Rialto RFP No. 15-055 – “On-Call” Inspection Services Associated with Private Land Development Projects

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**Testing and Observations:** The W&A Inspector will coordinate laboratory, jobsite, offsite testing of construction materials and required observations per construction documents, construction codes, and jurisdictional agencies. W&A will implement established procedures for testing as required per the construction documents. The Inspector will monitor testing services, track documentation and record testing results in weekly construction progress meetings. When necessary, corrective measures will be implemented and re-inspected to verify acceptable completion. W&A can schedule and arrange for quality assurance materials testing to verify compliance of the work with the contract documents. We will review test reports submitted by others to substantiate compliance and ensure that Certificates of Compliance or source release tags are furnished by the Contractor along with the applicable delivered materials at the project site.

**Change Orders:** W&A will establish, implement, and coordinate systems for processing all contract change orders. Each issue, which is identified as a potential change to the design, scope, cost or contract time, will generate a change notice. The Inspector will determine whether or not a change notice should be considered. The plans and specifications will be reviewed against the change notice. If the issue does not appear to be included in the plans or specifications, a Request for Quotation (RFQ) will be sent to the Contractor. Any credits for work deleted as a result of the change will be required at this time as well. The Contractor's response to the RFQ will be evaluated for reasonableness and completeness. The Inspector will maintain a Trend Log, listing potential changes as identified, either formally or informally. This Trend Log will be used so that potential change items are not overlooked or deferred until the end of the job. W&A will prepare independent cost estimates as required for contract change orders. Upon approval by the City, the Inspector will prepare, log and process change orders for full execution, and administer their implementation. Once fully executed, the Inspection Team will review the timely completion of the work and coordinate inclusion of the change order in the appropriate payment application.



**Daily Extra Work Reports:** W&A Inspectors will verify and sign the Contractor's daily extra work reports documenting force account (time and materials) work. In particular, W&A will monitor that only appropriate worker classifications necessary for approved time and materials work are included on extra work reports. Any inappropriate workforce and/or equipment charges will be promptly rejected and removed from extra work reports.

**Progress Payment Processing:** A cost control system, based on the Contractor's schedule of values, approved change orders and the contract amount, will be developed and implemented to monitor progress costs. Monthly cost reports will be submitted to the City as a component of the Periodic Progress Report.

W&A Inspectors will review the payment applications submitted by the Contractor and determine whether the amount requested reflects the progress of the Contractor's work. Appropriate adjustments to each payment application will be required by the contractor. When the payment application has been checked it will be presented to the City for processing.

**Construction Meetings, Schedule and Field Meetings:** The following meetings will be held on site:

Periodic Progress Meetings will be held with agencies; design team and staff to discuss all data included in the periodic progress reports and will focus on the following items:

- Progress during the period
- Major decisions made
- Planned vs. actual schedule
- Upcoming work schedule
- Current or unresolved problems
- Anticipated or pending change orders
- Impacts of problems or change orders on schedule and budget
- Discussion of new goals
- Planned vs. actual budget analysis

Weekly Progress Meetings will be mandatory for the Contractor and staff, and optional or on an as-needed basis for City and design team staff. All parties are always invited to attend in person or via remote access. Meeting minutes are distributed to all team members whether in attendance or not. Discussions will focus on the following items:

- Contractor's detailed four-week look-ahead schedule
- Progress and major decisions during the last week
- Update of unresolved items from previous meetings

## Section 2 – Scope of Work

### City of Rialto RFP No. 15-055 – “On-Call” Inspection Services Associated with Private Land Development Projects

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#### ➤ Status of submittals and change orders

Special Meetings will be scheduled as needed to discuss important issues or which require detailed discussion or review of plans and specifications. These meetings will follow the weekly meeting to reduce trips, if issues are not urgent.

Our Construction Manager/Inspector would attend these meetings with the City, Developer and other stakeholders.

**Written Instruction:** W&A will issue written instructions to the contractor regarding routine matters and/or follow-up of verbal instructions as necessary to properly document project issues. Our Inspectors have speed memo forms to document any issue and immediately provide a copy to the Contractor.

**Plans, Specs and As-Built:** W&A will periodically review the Contractor's as-built updates on the approved job plan set, identify missing items, and require the Contractor to keep as-built records up to date throughout the project. At the City's option W&A will keep its own set of as-built plans, which will note the location of subsurface utilities encountered and/or installed, identify where any design or field changes were required (utilizing the corresponding RFI and/or change order numbers), and note the location of critical building components that are covered by finish work. At the end of the project the final as-built plans are submitted to the City within thirty (30) days of construction completion.

**Pre-Final Inspection:** The Construction Manager and Inspector will perform the final job walk and prepare the punch list (deficiency list). W&A will coordinate and observe the completion of required corrections. Should the Contractor lag on a portion of the completion of project work, W&A will estimate the value of the incomplete items and recommend specific retention amount in accordance with the contract to preserve the City's financial interest. If necessary, a change order will be recommended for approval for completion of the remaining work so that the City may file the notice of completion and start the time after which stop notices and/or claims are no longer valid.

#### Post-Construction Phase

**Final Inspection:** All corrections must be made before W&A recommends processing of the “Notice of Completion.” W&A is noted for our attention to detail. Upon completion of the punch-list and final sign-off by all project stakeholders, W&A will make a recommendation to City regarding the Contractor's final progress payment request and prepare a final progress payment report for submission to the City.

**Plant Establishment Period:** W&A inspector will provide periodic maintenance inspections as specified. Any plant material not thriving will be recommended to be replaced per the contract provisions and new maintenance will be established. Irrigation system coverage and watering times will also be checked and, if any modifications are required, these will be updated in the operations and maintenance manuals for the system prior to acceptance of the maintenance period and turnover of the system to City Maintenance and operations staff.

**Delivery of As-Built and close-out documents:** W&A will review “as-constructed” plans and prepare “as-constructed” reports. W&A will assist the Contractor in maintaining a field set of “as-constructed” plans to be updated daily and delivered to the City upon project completion. W&A will continually document changed field conditions and not rely on the Contractor to document “as-constructed” conditions. The CM will report and photograph field condition changes; the CM will document and keep these “as-constructed” conditions on plans in his office. W&A will review the Contractor's submittal of “as-constructed” conditions and compare this submittal to W&A's own documentation. Discrepancies will be discussed, resolved and recorded. Completed “as-constructed” plans will be submitted to the City.

W&A will enforce the provisions of the specifications to require the Contractor to submit well coordinated operations and maintenance manuals, warranties and guarantees, bonds, extra stock and/or other items required by the contract documents such that a timely close-out of the project is implemented. W&A will perform closeout duties including final organization of project files and submit to the City for final approval, and assist with the filing of the notice of completion and release of retention

**Bond Release:** - After all requirements have been met the Inspector will sign off on the appropriate form to recommend approval to recommend release of bond funds.

**Post Construction Support:** W&A can assist the City with resolution of post-construction issues such as user department inquiries and issues, resolution of stop notices or notices from the labor commissioner, etc., on a time and materials basis upon the City's request.

**Operations and Maintenance Manuals:** If the project includes items that require an operations and maintenance manual, our Inspector will make sure that these items are submitted and that any training would take place prior to relief from maintenance and acceptance of the work.

## Section 2 – Scope of Work

City of Rialto RFP No. 15-055 – “On-Call” Inspection Services Associated with Private Land Development Projects

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### BUDGETING AND ALLOCATING RESOURCES

W&A has significant experience in providing land development inspection. Our Project Manager will work with the City staff on developing a budget based upon the city’s criteria. We will review major elements of the project and present an anticipated budget. We will then review the budget comparison to the allocation and review where best to spend the time on each project. Our goal will be to integrate out time to meet the established budget.

The inspection fee table provided in the RFP by the City of Rialto a typical method. The RFP suggests a recommendation of how the City can guarantee recouping the inspection costs. An alternative and easier method is to use a deposit account and request additional funds if needed; this method guarantees that the City will be reimbursed by the developer for all inspection costs. Often developers dislike the deposit method, as they are unable to budget these inspection costs for the project. But the goal would be to only charge what is necessary and to justify the hours through daily reporting to the City and, in turn, to the developer. If there is an overrun for the inspection costs, we would have a record of time and activities to justify the additional time and the reason for being there.

#### Examples:

In the [City of Murrieta](#) there is a schedule similar to Rialto’s existing schedule, with more specifics based upon the type of activity. I have attached it for your reference. *(It is not included in our proposal page count as it just a reference)*

At the [City of Corona](#) the Deposit account method is used where inspection costs are collected as a pass through of the hours billed by the inspection firms with approximately a 10% markup.

### COMPANY CAPABILITIES

W&A has significant capabilities and deep experience in providing inspection services to cities for this type of project. Most of our work consists of doing exactly what is requested in the RFP; currently we are performing these same services for almost all of our clients. Although we are a relatively small company, we have significant resources in the area of construction management and inspection services. With 25 regular staff and another 8 part time staff, we have more resources than many significantly larger firms that offer a variety of individualized services in this area. Our business model is to specialize and be the experts in our area of construction phase services. You will see in the proposal **Section 4 – Firm Qualifications**, that we have tremendous capabilities in successfully performing these services. We invite you to contact our references and satisfy yourself that Wallace & Associates is the best firm to provide Construction Inspection Services to the City of Rialto.







**CITY OF RIALTO, CA  
REQUEST FOR PROPOSALS (RFP) 15-055  
“ON-CALL” INSPECTION SERVICES  
ASSOCIATED WITH PRIVATE LAND DEVELOPMENT PROJECTS**

Requests for Proposals (RFP #15-055), for “on-call” inspection services associated with private land development within the City of Rialto, (hereinafter the “RFP”) will be received at the City of Rialto Purchasing Division, 249 S. Willow Ave., Rialto, CA, 92376, until **3:00 P.M., MONDAY, APRIL 13, 2015**. It is the responsibility of the Proposer to see that any proposal sent through the mail, or any other delivery method, shall have sufficient time to be received by this specified date and time. The receiving time in the Purchasing Division will be the governing time for acceptability of submitted Proposals. Telegraphic, telephonic, faxed or emailed Proposals will not be accepted. Late Proposals will be returned unopened. Failure to register as a Respondent to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under “Obtaining RFP Documents”) may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. We **strongly advise** that interested firms officially register per the instructions.

**1. PURPOSE AND SCHEDULE:**

The City of Rialto is requesting proposals from qualified professional firms to provide the City with “on-call” inspection services associated with private land development projects, (hereinafter the “Project”). The selected firm will be expected to provide various professional services as necessary to provide inspection services for a variety of projects for the City.

**SCHEDULE:**

Notice requesting Proposals posted and issued ..... Thursday, March 12, 2015  
Deadline for receipt of Questions ..... Monday, April 6, 2015, 3:00 P.M.  
**Deadline for receipt of Proposals ..... Monday, April 13, 2015, 3:00 P.M.**  
Short List / Interviews/Technical & Cost Proposals ..... to be determined  
Contract awarded by City Council ..... to be determined

***NOTE: There will NOT be a pre-proposal conference for this procurement.***

***\*Dates above are subject to change.***



## **2. BACKGROUND:**

The City of Rialto currently performs inspections with staff, however, in anticipation of increased development occurring within the City of Rialto; it is the City's intention to secure an "on-call" construction inspection firm. The selected Consultant will provide necessary independent construction review and inspection of on-site and off-site improvements associated with private land development projects. The City intends to award one contract for "on-call" inspection services with an initial term of three years, with two one-year extensions upon approval of the City Engineer and mutual consent of the selected Consultant, for a total maximum term of five years.

The Public Works Department will be coordinating all public works inspections and work assigned through the resulting contract.

The fees currently charged by the City of Rialto for on-site and off-site public works inspections associated with private land development projects is related to the value of the work in accordance with the following formula:

### On-site

Under \$25,000: 6% of Valuation of Improvements

\$25,000 - \$100,000: \$1,981.70 + 4 % of Valuation over \$25,000

Over \$100,000: \$5,866.60 + 3 % of Valuation over \$100,000

### Off-site

Under \$25,000: 6% of Valuation of Improvements

\$25,000 - \$100,000: \$1,759.30 + 4 % of Valuation over \$25,000

Over \$100,000: \$5,208.00 + 3 % of Valuation over \$100,000

## **3. SCOPE OF WORK:**

The selected Consultant shall provide professional services for inspections related to various private land development projects. Appropriate inspection services shall be provided for review and approval of on-site and off-site improvements associated with private land development projects, including, but not limited to the following tasks: rough grading, street, sewer, water, storm drain, precise grading/paving, traffic signal, and traffic striping/signage.

The selected Consultant shall ensure all required improvements are constructed to appropriate standards and in accordance with the approved plans for the project. Construction management services associated with private land development projects shall be provided to the extent that changes to the approved plans are requested by the developer/owner and require review and approval by the City Engineer. Coordination of materials testing and inspection services shall also be provided with all costs associated with materials testing/inspection paid for by the developer or project owner.

The selected Consultant shall provide first class as-needed construction management and inspection services associated with various projects, including: street improvements, storm drainage improvements, traffic improvements, and facilities construction. More specifically, construction management services shall include, but are not limited to:

### Pre-Construction Phase:

1. Maintain a project schedule based on anticipated completion of construction.

### Construction Phase

1. Attend Pre-Construction meeting with general contractor and project stakeholders and present special concerns if any.
2. Provide and maintain sufficient field personnel to administer and manage construction contract.
3. Attend progress meetings to discuss contract issues, procedures, progress, problems, submittals, deficiencies and schedules.
4. Assist City in reviewing services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
5. Maintain a complete project filing system.
6. Photograph prior, during, and after construction.
7. Interpret plans, specifications and regulations and ensure that contractors are following the approved plans. Provide inspections to ensure projects are constructed according to project specifications.
8. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
9. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
10. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed as it relates to off-site Public Improvements.
11. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
12. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations.
13. Attend progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site.
14. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
15. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.
16. Observe construction safety, public safety and convenience, and report discovered problems to City.
17. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
18. The selected Consultant shall ensure approved Water Quality Management Plans (a "WQMP") are implemented accordingly. The selected Consultant shall verify the developer/owner has obtained clearance under the Statewide General Permit (currently: Board Order 2009-0009-DWQ General Permit No. CAS000002), and has been issued a Waste Discharge Identification Number (WDID#). The selected Consultant shall also confirm that all land development construction activities within the City of Rialto conform to requirements identified in the City's current National Pollutant Discharge Elimination System ("NPDES") Permit (currently: Board Order No. R8-2010-0036, NPDES No. CAS 618036). The selected Consultant shall review installation of all required storm water pollution control measures identified on the approved WQMP.
19. Coordinate submittal of as-built plans to City upon project completion.
20. Evaluate completion of work, prepare preliminary and final punch list and follow through with contractor until completion of all punch list items and compliance with conditions of approval for project.

21. Upon project completion, conduct final inspection and close-out encroachment and construction/excavation permits.

#### Post-Construction Phase

1. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.
2. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in project conditions of approval.
3. Deliver project files to City.

**Special Note:** It is the City Engineer's preference that the selected Consultant utilize existing office space in the Public Works Department office located at 335 West Rialto Avenue to maintain an office presence, with part-time attendance by the assigned Inspector(s). Throughout the assignment, the selected Consultant shall be expected to be available to meet, as necessary, with the Public Works Department to discuss assigned projects, review permits, and other requirements. Fees for the Consultant's time required to meet with City staff shall be included in the inspection fees charged by the Consultant. These fees will not be separately paid for outside of required inspections.

#### **4. PROPOSAL REQUIREMENTS:**

##### **General Requirements:**

The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement these services. The City of Rialto relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc. The City of Rialto will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of work identified in this RFP.

The proposal shall include the following relevant information:

- A discussion of previous on-call private land development inspection services experience.
- A discussion of experience with municipal government, private development, and civil engineering.
- A listing of the specific individuals who will be assigned to provide the requested services, including their experience and professional qualifications.
- A statement regarding the availability of qualified staff to provide required services.
- A discussion of, and response to, the following question:

What change, if any, would you suggest to the inspection permit fee to ensure all costs associated with on-call land development inspection services are adequately covered through permits issued to developers/owners?

**5. SELECTION PROCESS:** The City of Rialto is utilizing a Qualifications Based Selection process to select a firm to provide the services requested by this RFP. The City shall review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date. The format, selection criteria and date of the presentation will be established at the time of short listing. Preparation of proposals in reply to this RFP, and participation in any future presentation is at the sole expense of the firms responding to this RFP.

**6. PROPOSAL EVALUATION CRITERIA:** This solicitation has been developed in the "Request for Proposals" (RFP) format. Accordingly, firms should take note that the City will consider multiple criteria in selecting the most qualified firm. Consistent with Federal, State and local laws for the acquisition of professional services, price is **NOT** an evaluation criteria. Cost proposals submitted in separate sealed envelopes are not opened, nor considered during proposal evaluations. Upon selection of the most qualified firm, the associated cost proposal will be used as a basis for contract negotiations. A contract shall be negotiated on the basis of the submitted Cost Proposal, and in consideration of reasonable and mutually agreed project costs and time requirements. Should successful negotiations not occur with the highest ranked firm, the City may, at its sole discretion, choose to enter into negotiations with the second highest ranked firm, and so on.

**PRIOR CITY WORK:** If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. The Evaluation Committee may request, if desired by City, formal presentations/interviews from short listed firms at a future date of which the format and presentation evaluation criteria shall be provided at the time of short listing. **Participation in any phase of this RFP process, including the interview phase if conducted, is at the sole expense of the firms replying to this RFP.** The City shall NOT be responsible for any costs incurred by any firm in response to, or participation in, this RFP.

Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria:

**A. Project Understanding (25 POINTS):**

The firm's proposal adequately demonstrates an understanding of the Project and familiarity with public works construction issues within the Inland Empire; familiarity with "on-call" land development inspection services for a municipal government.

**Note:** Firms should not simply restate the information contained in this RFP; this evaluation criteria requires that the proposal identify "critical issues" to the Project, identify an approach to resolving any critical issues, and otherwise provide additional information regarding the Project which supports the firm's ability to perform if selected.

**B. Scope of Work (25 POINTS):**

Proposed scope of work, including the expected time commitment of key personnel, and their technical approach to land development inspection services.

**C. Staff Qualifications (25 POINTS):**

Qualifications of the staff assigned to manage and provide services related to the Project; and familiarity with construction issues within the Inland Empire; experience with “on-call” land development inspection services for a municipal government.

**Note:** This evaluation criteria requires that the proposal identify specific staff experience with “on-call” land development inspection services. Relevant experience must be demonstrated.

**D. Firm Qualifications (25 POINTS):**

Past experience with “on-call” land development inspection services for a municipal government.

**7. PROPOSAL CONTENTS:** Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The proposals must be in an 8 ½ X 11 format, may be no more than a total of forty (40) pages (sheets of paper, double sided is OK),** including an organization chart, staff resumes and appendices, and cover letter. **NOTE:** Dividers, attachments included in this RFP to be submitted with the proposal, and Addenda acknowledgments do NOT count toward the 40 page limit. Interested firms shall **submit EIGHT (8) copies (one marked “Original” plus seven copies)** of its proposal by the deadline.

All proposals shall be sealed within one package and be clearly marked, **“RFP #15-055, REQUESTS FOR PROPOSALS FOR “ON-CALL” INSPECTION SERVICES FOR PRIVATE LAND DEVELOPMENT PROJECTS** Within the sealed proposal package, the Cost Proposal shall be in a **separately sealed** envelope. **Proposals not meeting the above criteria may be found to be non-responsive.**

Each proposal package must include two separately sealed envelopes.

**Envelope #1, clearly marked “Work Proposal”, shall include the following items:**

- Completed Signature authorization and Addenda Acknowledgment (see **Attachment A**)
- Completed Debarment and Suspension Certificate (see **Attachment B**)
- Technical proposal – describe in detail your approach and understanding of all necessary tasks and steps involved in the project; include a list of deliverables
- Related Experience; include relevant experience date, name of agency, and reference name/contact information
- A compact disc (“CD”) containing the **Work Proposal** in both Microsoft Word (\*.doc) and Adobe Acrobat (\*.pdf) formats

**Envelope #2, clearly marked “Cost Proposal”, shall include the following item:**

- Cost proposal – provide a Cost Proposal that identifies the proposed fixed rates for review of all related plan check items; provide a schedule of hourly rates for various staff assigned to perform related services.
- **Do NOT include Attachments “A” or “B” in the Cost Proposal envelope.** Attachments “A” and “B” are to be included in Envelope #1, “Work Proposal”.

At a minimum, firms must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.

**SECTION A: PROJECT UNDERSTANDING**



**A.1** Without reciting the information regarding the Project verbatim as contained in this RFP, convey an understanding of the intent of the Project and an understanding of the City's expectations upon implementation of the Project.

**A.2** Identify "key" or "critical" issues that may be encountered on the Project based on the firm's prior experiences; provide steps to be taken to ensure the issues do not affect the successful delivery of the Project.

## **SECTION B: SCOPE OF WORK**

**B.1** Provide a detailed scope of work identifying all tasks and sub-tasks required to successfully perform inspection services for the construction phase of various land development Project. The outline of tasks and sub-tasks must be thorough and complete, and will be used as the scope of work included in the selected firm's contract.

**B.2** Identify how the firm will propose to budget and allocate resources to various private land development projects.

## **SECTION C: STAFF QUALIFICATIONS**

**C.1** List the name and qualifications of the key staff/team members that will be assigned to the Project. Provide detailed qualifications of the Project Manager that will be assigned to the Project.

**C.2** List specific and relevant experience for the key staff/team members assigned to the Project with "on-call" land development inspection services for a municipal government. Detailed project information, including dates project started and completed, local agency contact information, and other appropriate supporting information shall be provided.

**C.3** Explain the Project Manager's past experience with resolving disputes between the assigned Inspector and contractors. What is the firm's philosophy for minimizing the frequency of any disputes?

## **SECTION D: FIRM QUALIFICATIONS**

**D.1** List the firm's complete name, type of firm (individual, partnership, corporation or other), telephone number, FAX number, contact person and E-mail address. If a corporation, indicate the state the corporation was organized under.

**D.2** List the name and title of the firm's principal officers with the authority to bind your company in a contractual agreement.

**D.3** Describe the firm's background and qualifications in the type of effort that this project will require, specifically identifying experience with "on-call" land development inspection services for a municipal government.

**D.4** Indicate the name of any sub-consultant firms that will be utilized to make up your team. Describe each sub-consultant's background and specific expertise that they bring to the Project.

**D.5** Identify any prior local experience providing "on-call" land development inspection services to municipal governments.

**D.6** Specifically explain why the firm is the most qualified firm to provide “on-call” land development inspection services to the City of Rialto.

**DEADLINE FOR SUBMISSION OF PROPOSALS:** All proposals must be received in the City of Rialto, Division of Procurement and Contracting by **3:00 P.M., MONDAY, APRIL 6, 2015.** Proof of receipt before the deadline is a City of Rialto, Purchasing Division time/date stamp. It is the responsibility of the firms replying to this RFP to see that any proposal sent through the mail, or via any other delivery method, shall have sufficient time to be received by the Purchasing Division prior to the proposal due date and time. Late proposals will be returned to the firm unopened. **Proposals shall be clearly marked and identified and must be submitted to:**

City of Rialto  
Purchasing Division  
249 S. Willow Ave.  
Rialto, CA 92376  
**Attn: William Jernigan, Purchasing Manager**

**QUESTIONS:** Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below may be cause for rejection of a proposal.**

Any questions, technical or otherwise, pertaining to this RFP **must be submitted IN WRITING and directed ONLY to:**

City of Rialto Public Works Department  
335 W. Rialto Ave.  
Rialto, CA 92376  
**via FAX (909) 421-7210**  
or **via EMAIL:** [bidinfo@rialtoca.gov](mailto:bidinfo@rialtoca.gov)

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 3:00 P.M., Monday, April 6, 2015.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Purchasing Division will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

**FORM OF AGREEMENT:** The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Rialto in accordance with the standard Professional Services Agreement (see **Attachment 1**). Requested changes to the Professional Services Agreement may not be approved, and the selected firm must ensure that the attached document will be executed.

Failure or refusal to enter into an Agreement or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award.

**AWARD OF CONTRACT:** It is the City's intent to award a contract to the firm that can provide all of the services identified in the RFP document. ***However, the City reserves the right to award a contract to multiple Respondents or to a single Respondent, or to make no award, whichever is in the best interest of the City.*** It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award and a contract

has been negotiated and agendaized for consideration. The decision of the City Council will be final.

**RESPONSIBILITY OF PROPOSER:** All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

**PUBLIC RECORD:** All documents submitted in response to this solicitation will become the property of the City of Rialto and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially agendaized for City Council consideration, and/or following award of contract to a specific firm, if any, by the City Council.

**COST RELATED TO PROPOSAL PREPARATION:** The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, development of any technical proposal if requested, or any other aspects of the entire RFP process.

**BUSINESS LICENSE:** The selected firm will be required to be licensed in accordance with Title 5 of the City of Rialto Municipal Code, entitled "Business Licenses and Regulations".

**PROPOSAL INFORMALITIES OR DEFECTS:** The City of Rialto reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to seek new RFP's, as best serves the interests of the City.

**INVESTIGATIONS:** The City reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

**PROPOSALS TO REMAIN OPEN:** The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

**SIGNED PROPOSAL AND EXCEPTIONS:** Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. **Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be included in the proposal and clearly defined.** Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms or conditions may be considered in the evaluation process; however, the City makes no guarantee that any exceptions will be approved.

**ATTACHMENT "A"**

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED INSIDE ENVELOPE #1, "WORK PROPOSAL"\***

**REQUESTS FOR PROPOSALS (RFP) # 15-055  
"ON-CALL" INSPECTION SERVICES  
ASSOCIATED WITH PRIVATE LAND DEVELOPMENT PROJECTS  
SIGNATURE AUTHORIZATION**

PROPOSER: \_\_\_\_\_

- A. I hereby certify that I have the authority to submit this Proposal to the City of Rialto for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

\_\_\_\_\_  
SIGNATURE

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

\_\_\_\_ An individual;  
\_\_\_\_ A partnership, Partners' names: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_ A company;  
\_\_\_\_ A corporation

2. My tax identification number is: \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

**In the space provided below, please acknowledge receipt of each Addenda:**

**Addendum(s) # \_\_\_\_\_ is/are hereby acknowledged.**

The "Business Concerns Information" sheet shall be included as part of Attachment "A".

### Attachment "A" - Business Concerns Information

The Proposer shall furnish the following information. Additional sheets may be attached, if necessary.

- (1) Name: \_\_\_\_\_
- (2) Address: \_\_\_\_\_
- (3) Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_
- (4) E-Mail: \_\_\_\_\_
- (5) Type of Firm: (Check all that apply)  
\_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation  
\_\_\_\_\_ Minority Business Enterprise (MBE) \_\_\_\_\_ Women Business Enterprise (WBE)  
\_\_\_\_\_ Small Disadvantaged Business (SDB) \_\_\_\_\_ Veteran Owned Business  
\_\_\_\_\_ Disabled Veteran Owned Business \_\_\_\_\_ Other
- (6) Business License: \_\_\_\_\_ Yes \_\_\_\_\_ No License Number: \_\_\_\_\_
- (7) Tax Identification Number: \_\_\_\_\_
- (8) Contractors License: State: License No. : \_\_\_\_\_ Classification(s) \_\_\_\_\_
- (9) Names and Titles of all members of the firm:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (10) Number of years as a contractor in construction work of the type: \_\_\_\_\_
- (11) Three (3) projects of this type recently completed:  
Type of project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Type of project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Type of project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_
- (12) Person who inspected the site of the proposed work for your firm:  
Name: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_



## ATTACHMENT "B"

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED INSIDE ENVELOPE #1, "WORK PROPOSAL"\***

**REQUESTS FOR PROPOSALS (RFP) # 15-055  
"ON-CALL" INSPECTION SERVICES  
ASSOCIATED WITH PRIVATE LAND DEVELOPMENT PROJECTS**

### **DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

Consultant Name: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

**ATTACHMENT 1**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**COPY OF CITY'S SAMPLE PROFESSIONAL SERVICES AGREEMENT  
FOLLOWS THIS PAGE**

**ATTACHMENT 1  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**\*\*\*\*\*SAMPLE CONTRACT\*\*\*\*\*  
SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO AND**

**(NAME OF VENDOR)**

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this (Date) day of (Month), 2015 by and between the City of Rialto, a municipal corporation ("City"), and (Vendor Name), a (State) ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

**RECITALS**

A. City has sought, by issuance of a Request for Proposal or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this

## **ATTACHMENT 1**

### **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

#### **1.2 Consultant's Proposal.**

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents"), and the Scope of Services shall include Consultant's scope of work or Consultant's accepted bid proposal ("Accepted Bid"). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

#### **1.3 Compliance with Law.**

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

#### **1.4 Licenses, Permits, Fees, and Assessments.**

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

#### **1.5 Familiarity with Work.**

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant

**ATTACHMENT 1**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

**1.6 Care of Work.**

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

**1.7 Prevailing Wages.**

Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *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. It is the understanding of City and Consultant that the Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. Contractor shall defend, indemnify, and hold 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.

**1.8 Further Responsibilities of Parties.**

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

**1.9 Additional Services.**

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars (\$15,000),



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**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

**1.10 Special Requirements.**

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

**ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed (Dollar Amount Written Out) Dollars (\$\_\_\_\_\_) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

**2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

**2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses

## **ATTACHMENT 1**

### **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

#### **2.4 Invoices.**

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

#### **2.5 No Waiver.**

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

### **ARTICLE 3. PERFORMANCE SCHEDULE**

#### **3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement.

#### **3.2 Schedule of Performance.**

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s)

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**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, pursuant to Section 1.9.

**3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

**4.1 Representatives and Personnel of Consultant.**

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

\_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

## **ATTACHMENT 1**

### **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

#### **4.2 Status of Consultant.**

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### **4.3 Contract Officer.**

The Contract Officer shall be the City Administrator or other such person designated by the City Administrator. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Administrator, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Contractor.**

## **ATTACHMENT 1**

### **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### **5.1 Insurance Coverages.**

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.



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(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**5.2 General Insurance Requirements.**

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract

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Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

**5.3 Indemnification.**

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's

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reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

**5.4 Sufficiency of Insurer or Surety.**

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that

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the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

**ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

**6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

**6.2 Reports.**

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

**6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such

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completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

**6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1 California Law.**



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### **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

#### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

#### **7.3 Retention of Funds.**

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

#### **7.4 Waiver.**

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not

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constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

#### 7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

#### 7.7 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Consultant and its sureties shall be liable for and shall pay to City the sum of (Written Out Dollar Amount) (\$\_\_\_\_\_) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

#### 7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as

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may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

**7.9 Termination for Default of Consultant.**

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

**7.10 Attorneys' Fees.**

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

**8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2 Conflict of Interest.**

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Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

#### **8.3 Covenant Against Discrimination.**

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

#### **8.4 Unauthorized Aliens.**

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

#### **9.1 Facilities and Equipment.**

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as

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desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

**9.2 Payment of Taxes.**

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

**9.3 Notices.**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City:           City of Rialto  
                            150 S. Palm Ave.  
                            Rialto, CA 92376  
                            Attn: City Administrator  
                            Tel: (909) 820-2525  
                            Fax: (909) 820-2527

With copy to:       Aleshire & Wynder, LLP  
                            18881 Von Karman Ave., Suite 1700  
                            Irvine, CA 92612  
                            Attn: Fred Galante, City Attorney  
                            Tel: (949) 223-1170  
                            Fax: (949) 223-1180

If to Consultant:   (NAME)  
                            (Address)  
                            Tel:  
                            Fax:



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With copy to: (NAME)  
(Address)  
Tel:  
Fax:

Either Party may change its address by notifying the other Party of the change of address in writing.

**9.4 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**9.5 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**9.6 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**9.7 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.8 Corporate Authority.**

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute

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and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY:**

CITY OF RIALTO, a municipal  
corporation

\_\_\_\_\_  
Deborah Robertson, Mayor

**ATTEST:**

\_\_\_\_\_  
Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Fred Galante, City Attorney

**CONSULTANT:**

**(CONSULTANT NAME)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Two signatures are required if a corporation.**

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**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following Services:**
  - A.
  - B.
  - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
  - A.
  - B.
  - C.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
  - A.
  - B.
  - C.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A.
  - B.
  - C.

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**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Standard Language)**

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**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following tasks at the following rates:**

**RATE TIME SUB-BUDGET**

<b>A.</b>	_____	_____	_____	_____
<b>B.</b>	_____	_____	_____	_____
<b>C.</b>	_____	_____	_____	_____
<b>D.</b>	_____	_____	_____	_____

**II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**

**IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
- B. Line items for all materials and equipment properly charged to the Services.**
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

**V. The total compensation for the Services shall not exceed \$\_\_\_\_\_ as provided in Section 2.1 of this Agreement.**

**VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

## **EXHIBIT "D"**

### **SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney's office.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
  - A.**
  - B.**
  - C.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

**Wallace & Associates Consulting, Inc.**

**HOURLY FEE SCHEDULE**

July 1, 2015 through June 30, 2016

**City of Rialto**

**Fully Burdened Billing Rates**

Position	Rate / Range
Principal-in-Charge	\$ 150.00 to \$ 165.00
<b>Carl Wallace, PE</b>	\$ 150.00
Construction Manager	\$ 140.00 to \$ 165.00
<b>Jeff Schippers</b>	\$ 145.00
<b>Peter Ramey, PE</b>	\$ 125.00
<b>Barry Safa, PE</b>	\$ 125.00
<b>Yuri Boiarsky, PMP, EE - CM/Scheduler</b>	\$ 145.00
CM/Inspector	\$ 115.00 to \$ 150.00
<b>Doug Blois, PE, QSP, QSD</b>	\$ 120.00
<b>Ken Cope</b>	\$ 120.00
<b>John Reidinger, B- Licence</b>	\$ 120.00
<b>Ken Burris</b>	\$ 120.00
<b>Gordon Lewis, PE (ret)</b>	\$ 120.00
Project Engineer	\$ 115.00 to \$ 150.00
<b>Buddy Jones</b> Project Control Design Support	\$ 120.00
<b>Jeff Gausnas</b> Cost/Scheduler	\$ 120.00
<b>Walt McCurry</b> Project Engineer/ Cost Estimating	\$ 120.00
<b>Robert Morin</b> Engineering Technician	\$ 85.00
<b>Steven Rosales</b> Cost/Scheduler (includes Markup)	\$ 145.00
Senior Construction Inspector	Prev Wage Non Prev Wage
<b>Phil Fikes</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Tom Mitchell</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Eric Maher, QSP</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>David Hatcher</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>George Hartmann, PE</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Donald Romaine</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>John Reidinger, B- Licence</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Doug Blois, PE, QSP, QSD</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Don Isom, QSP</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Gordon Lewis, PE (ret)</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Raymond Gary</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Dan Chermotti</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Mike Payment</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Chuck Larson</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Keith Barnett</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Jeremy Wylie</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Cooley Smith</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Tom Hall</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Bob Peters</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>Ken Hauck</b> Sr Inspector	\$ 110.00 \$ 95.00
<b>John Martin</b> Sr Inspector	\$ 110.00 \$ 95.00
Labor Compliance Auditor Specialist	\$ 95.00 to \$ 115.00
<b>Kathy Keating</b> Sr Labor Compl Specialist	\$ 110.00
<b>Heidi Nesper</b> Labor Compl Specialist	\$ 75.00
Project Administrator/Office Engineer	\$ 70.00 to \$ 125.00
<b>Heidi Nesper</b> Office Engineer/Manager	\$ 75.00

**NOTES:**

Rates include miscellaneous related costs: professional liability insurance, overhead, vehicle, vehicle insurance, fuel, vehicle maintenance, laptop computer, heat gun, probe, smart level, cell phone and calling plan, digital camera and standard tools and equipment. All other direct expenses will be billed at cost plus 10%.

Overtime for full time inspection staff will be charged at 140% of the regular hourly rate. Double time for full time staff will be charged at 180% of regular hourly rate. Saturdays will be charged at 140%, Sundays and holidays will be charged at 180% of the regular hourly rate. Part time staff will be 150% of base rate for any Overtime and Saturday and 200% of base rate for any double time, holidays and Sundays.

Subconsultant rates will be marked up by 10%.

A shift that begins between 2:00pm and 4:00am, during any twenty-four hour period is subject to a twelve and one-half percent (12.5%) differential increase.